# REPORTS

OF

## Cases Argued and Determined

IN THE

# COURT of CLAIMS

OF THE

## STATE OF ILLINOIS

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VOLUME **38**

**Containing cases in which opinions were filed and orders of dismissal entered, without opinion for: Fiscal Year 1986 — July 1, 1985-June 30, 1986**

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**SPRINGFIELD,** ILLINOIS
**1987**

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**(58816 — 300 — 7/87)**

# PREFACE

The opinions of the Court of Claims reported herein are published by authority of the provisions of Section 18 of the Court of Claims Act, 111. Rev. Stat. 1985, ch. 37, par. 439.1 *et seq.*

The Court of Claims has exclusive jurisdiction to hear and determine the following matters: (a) all claims against the State of Illinois founded upon any law of the State, or upon any regulation thereunder by an executive or administrative officer or agency, other than claims arising under the Workers' Compensation Act or the Workers' Occupational Diseases Act, or claims for certain expenses in civil litigation, (b) all claims against the State founded upon any contract entered into with the State, (c) all claims against the State for time unjustly served in prisons of this State where *the* persons imprisoned shall receive a pardon from the Governor stating that such pardon is issued on the grounds of innocence of the crime for which they were imprisoned, (d) all claims against the State in cases sounding in tort, (e) all claims for recoupment made by the State against any Claimant, (f) certain claims to compel replacement **of** a lost or destroyed State warrant, **(g)** certain claims based on torts by escaped inmates of State institutions, (h) certain representation and indemnification cases, (i) all claims pursuant to the Law Enforcement Officers, Civil Defense Workers, Civil Air Patrol Members, Paramedics and Firemen Compensation Act, **(j)** all claims pursuant to the Illinois National Guardsman's and Naval Militiaman's Compensation Act, and **(k)** all claims pursuant to the Crime Victims Compensation Act.

A large number of claims contained in this volume have not been reported in full due to quantity and general similarity of content. These claims have been listed according to the type of claim or disposition. The categories they fall within include: claims decided without opinions, claims based on lapsed appropriations, certain State employees' back salary claims, prisoner and inmates-missing property claims, claims in which orders and opinions of denial were entered, Law Enforcement Officers, Civil Defense Workers, Civil Air Patrol Members, Paramedics and Firemen Compensation claims and certain claims based on the Crime Victims Compensation Act. However, any claim which **is** of the nature of any of the above categories, but which also may have value as precedent, has been reported in full.

# OFFICERS OF THE COURT

JAMES S. MONTANA, JR.
Chicago, Illinois
Chief Justice - March 5, 1985—
Judge - November 1,1983—March 5,1985

S. J. HOLDERMAN, Judge
Morris, Illinois
March 10,1970—

LEO F. POCH, Judge
Chicago, Illinois
June 22, 1977—

ANDREW RAUCCI, Judge
Chicago, Illinois
February 28, 1984—

RANDY PATCHETT, Judge
Marion, Illinois
March 26, 1985—

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JIM EDGAR
Secretary of State and Ex *Officio* Clerk of the Court
January 5, 1981—

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CHLOANNE GREATHOUSE
Deputy Clerk and Director
Springfield, Illinois
January 1, 1984—

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# CASES ARGUED AND DETERMINED IN THE COURT OF CLAIMS OF THE STATE OF ILLINOIS

## REPORTED OPINIONS

## FISCAL YEAR 1986

## (July 1, 1985 through June 30, 1986)

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(No. 75-CC-0203—Claim denied.)

JAMES D. WHITE, **Claimant,** *v.* THE STATE OF ILLINOIS, **Respondent.**

***Opinion filed December 13,1984.***

***Order on petition for rehearing filed January 30,1986.***

JOSEPH F. CERVENY **and** JEFFREY A. RABIN, **for Claimant.**

NEIL F. HARTIGAN, **Attorney General (**KENNETH **D.** KOMBRINK, **Assistant Attorney General, of counsel), for Respondent.**

NEGLIGENCE—***duty owed to business invitee.*** State owes a duty to business invitee on State property to use reasonable care and caution in keeping the premises safe.

***SAME—accumulation of snow and ice.*** Mere presence of snow and ice accumulating because of natural causes is not such negligence as to make the owner of the property liable for injuries caused to person on the premises who is injured by a fall on an icy sidewalk.

***SAME—sidewalk—negligent design—burden of proof.*** In action for

**personal injuries received from fall on sidewalk based on negligent design of sidewalk, Claimant must prove that the walkway was not designed in conformity with standards in the industry at the time it was constructed.**

**SAME—*slip and fall—sidewalk design and maintenance—claim denied.* Claimant failed to prove his contention that the sidewalk on State property was negligently designed and maintained, resulting in the unnatural accumulation of snow and ice, or that the State was negligent in clearing ice from the sidewalk on which he fell.**

ROE, C.J.

The Claimant, James D. White, seeks recovery for personal injuries he sustained as a result of a fall on an ice-covered sidewalk at Chicago State University.

On December 28, 1974, the Claimant was both a student at Chicago State University as well as a part-time laboratory assistant employed by the biology department of the University. It appears that at approximately 8:15 a.m. on December 28th, the Claimant exited from the east door of the "D" Building on the Chicago State campus and began to walk in a northerly direction when he fell on the sidewalk which was apparently covered with both ice and snow. That Claimant suffered rather severe injuries as a result of the fall is basically uncontested.

Claimant's first contention, with which we agree, is that the Respondent, in its capacity as owner and operator of the University, owed a duty to the Claimant to exercise reasonable care for his safety. Recognizing that Claimant was both a student and a part-time employee of the University, it cannot be said that he enjoyed the status of less than an invitee. It is well established that an invitee imposes upon the owner of property the duty to use reasonable care and caution in keeping the premises .reasonably safe for use by an invitee. The Illinois Supreme Court described the difference between the duty owed an invitee and the

duty owed a licensee in ***Ellguth v. Blackstone Hotel, Inc.*** (1951), 408 Ill. 343, 347, 97 N.E.2d 290,293, as follows:

"The materiality of the question of whether plaintiff was an invitee or licensee arises from the fact that a heavier duty of care is placed upon an owner of premises toward an invitee than toward a licensee or trespasser. Toward an invitee the owner of premises must use reasonable care and caution in keeping the premises reasonably safe for use by such invitee; while toward a licensee no duty is owed by such owner, except not to wantonly and wilfully injure him. . . ."

Recognizing that the Claimant was an invitee on the campus and that the State therefore owed a duty to use reasonable care and caution in keeping the premises safe, the question confronting this Court is, given the facts, did the State breach that duty?

The Claimant contends that the Respondent did indeed breach its duty in at least the following particulars: (1) the sidewalk was constructed and maintained in a negligent manner so as to cause an unnatural accumulation of ice and (2) the Respondent negligently and carelessly cleaned the sidewalk of ice.

In ***Serage v. Board of Trustees*** (1973), 28 Ill. Ct. Cl. 368, 371, this Court stated:

"It is the law of this State that the mere presence of snow and ice accumulating because of natural causes is not such negligence as to make the owner of the property in question liable." *Zide v. Jewel Tea Co.* (1963), 39 Ill. App. 2d 217,225.

The Claimant here presumably accepts the above proposition, but argues that due to the negligent design of the sidewalk, which resulted in a slope of approximately 12½%, an unnatural accumulation of ice was created. (It should be noted here that the testimony of the campus engineering specialist indicated that the slope of the 12-foot-wide sidewalk was from an elevation of 15 feet at the west edge to 13 feet 6 inches at the east edge. In other words, within a space of 12 feet, the slope is 1½ feet.) The importance of the degree of incline of sidewalks was analyzed by the Appellate

Court of Illinois, First District, First Division, in *McCann v. Bethesda* Hospital (1980), 80 Ill. App. 3d **544,** 400 N.E.2d 16. There, the Court found that the slope of the walkway was greater than 7%and that that presented a question of fact as to whether ice formed as a result of "unnatural" accumulation.

Further, the Claimant here alleges that the unnatural accumulation of ice was also a result of the negligent design of the area. Apparently, there were berms (grassy mounds) on the eastern edge of the sidewalk (the sidewalk sloped from west to east) and no adequate drainage where the downward slope of the berms met the slope of the sidewalk. Finally, Claimant argues that the condition of the sidewalk itself was maintained in a negligent manner in that there were depressions in the surface of the sidewalk at the place where Claimant fell (we find this testimony somewhat unclear) in which water would "puddle" and ice would thereafter accumulate. All of this, Claimant contends, caused an unnatural accumulation of ice where he fell.

The Respondent rebuts these contentions. First, it properly argues that in order for Claimant to successfully maintain that the sidewalk was designed in a careless or negligent manner he must prove that the walkway was not designed in conformity with standards in the industry at the time it was constructed. Claimant has presented no testimony to indicate that the design of the sidewalk and use of the natural sloping drainage were not in conformity with accepted standards in the industry at the time it was constructed. Mr. George Kennedy, an architect and engineer, testified as Claimant's expert witness and it was his opinion that the "area" was so designed to allow water to accumulate adjacent to the mounds. Basically, however, Mr.

Kennedy seemed to suggest that the unevenness of the construction of the sidewalk created ponds in which water could accumulate. We find that the Claimant has not met his burden of proving that the design and construction of the walkway was either negligent or careless.

Having come to that conclusion, it follows that any ice that may have formed on the walk was not due to an unnatural accumulation caused by the State, or more specifically, caused by the State's design of the sidewalk.

In our opinion, Claimant's contention that the State was negligent in failing to properly maintain the sidewalk, thereby allowing depressions to form in which water would accumulate, is a closer question. The State draws our attention to the fact that even Mr. Kennedy, Claimant's expert, admitted that it was difficult to construct **a** perfectly level sidewalk and, even assuming it was possible, ice might still accumulate on it. It is also true that Mr. Kennedy's analysis and inspection of the walk, in which he noticed the depressions about which he testified, took place in 1980—some five years subsequent to the occurrence. Certainly, the walk might have been in a different state of repair in 1974.

Basically, the State contends that the walk was as level as any other sidewalk and offers two witnesses to that effect. Lonnie Jones, a University security officer, testified that on the date of the accident, he did not observe depressions in the sidewalk where the Claimant fell, nor did he on subsequent tours of the site. William Laseter testified that the "D" Building sidewalk was his responsibility, as groundsman at the University, and that he noticed no depressions in the sidewalk and that it was level.

On the other hand, Mr. Clifford Elam, the grounds

foreman, testified that he knew of the "puddle" holes in the sidewalk.

We accept Mr. Kennedy's opinion (it conforms to our own observations) that it is difficult to construct a perfectly level sidewalk and we suspect that the testimony of the various witnesses with respect to the depressions or holes in the walk is contradictory only in degree. What we believe to be likely is that, whereas the sidewalk was obviously not as smooth as a dance floor, it was also not dangerously defective.

In *Arvidson v. City of Elmhurst* (1957), 11 Ill. 2d 601, 145 N.E.2d 105, the Illinois Supreme Court set forth in clear language the rule of law applicable to a situation where a person falls on a defective sidewalk. One of the basic questions in determining liability is whether the sidewalk irregularity is too slight to impose a duty on the city to remedy. The Court stated at 11 Ill. 2d 601, 604, 145 N.E.2d 105, 106-07:

**"While courts are in marked disagreements as to when the sidewalk irregularity or defect is so slight that the question is one of law, and where it is one of fact for the jury, nevertheless, the decisions recognize that no mathematical standard can be adopted in fixing the line of demarcation, and that each case must be determined upon its own particular facts and circumstances."**

Reviewing the record and considering the testimony, we find that the Claimant has not sustained his burden of proof that he fell on a sidewalk that was negligently in need of repair, thereby causing unnatural accumulations of ice.

In summary, our analysis of the transcripts, records and briefs leads us to the conclusion that the Claimant has not proven that the ice on the sidewalk where he slipped resulted from anything but natural conditions. This being our finding, the law is clear. As we stated above, we reiterate here by quoting Claimant's brief:

**"There is no liability for injuries resulting from a fall on ice and snow which has accumulated as a result of natural conditions. (*Riccitelli v. Steinfeld* (1953), 1 Ill. 2d 133, 115 N.E.2d 288.) Nor is there a duty to remove natural accumulations of snow and ice. Foster v. Cynus & Company (1971), 2 Ill. App. 3d 274,276 N.E.2d 38."**

Claimant also contends, however, that the Respondent breached its duty by negligently and carelessly cleaning the ice from the sidewalk. Claimant properly argues that although Respondent has no "duty" to clear away natural accumulations of ice and snow, if it assumes the responsibility of snow removal, it must perform the task in a reasonable and diligent manner.

The State basically contends that in "salting" the area, it took "reasonable" steps in attempting to keep the area safe and thereby met its duty to Claimant.

The facts are apparently as follows:

During the early morning hours of December 28, the low temperature was 26°F and there was a trace of snow and ice pellets which had fallen on the ground and which continued to fall through the hour of 8:00 a.m. Upon arriving at work in the morning, Mr. Elam, the grounds foreman, noticed the snow and ice and instructed Mr. Laseter, the groundsman, to salt the area. Mr. Laseter spread four bags of salt, each weighing 80 lbs., around the "F" and "D" Buildings and the walks between them. This task was accomplished in approximately 20 minutes.

This is obviously not a situation in which the State did nothing; Claimant simply contends that their efforts were negligent or careless.

We disagree. Mr. Kennedy, Claimant's expert, testified that the proper maintenance would have been to sweep up the snow and physically carry it away, after which the walks should have been salted and "sanded."

Although this may be true given sufficient time, opportunity and resources, we believe under the circumstances that the Respondent did all it could reasonably do. We can insist on nothing more.

The Respondent used the proper procedure in salting the walkways (Mr. George Connell, physical plant director at Western Illinois University, testified that the proper procedure when there are snow and ice conditions and the temperature is above 15° F is to apply salt to melt the ice) and they did so in a diligent manner, having completed the job prior to 8:00 a.m. We find their actions neither negligent nor careless.

We adhere to our underlying philosophy as enumerated in ***Seruge, supra,*** at ***371:***

"It does not appear from the evidence that the State was negligent in any **manner, shape or form. On the contrary, it appears that the State used** extraordinary diligence in removing the snow and ice, particularly when it is shown that the whole area could be cleared in approximately 3 hours, but even with the diligent effort made by the State, during a heavy snowstorm it is impossible to keep an area completely free of snow and ice. To impose upon any municipality, university or property owner the impossible burden of keeping their property free of snow and ice at all times would impose a burden that would quickly put them all out of business."

The Court regrets this unfortunate accident, but is of the opinion that this claim must be denied.

Based on the foregoing, it **is** hereby ordered that this claim be, and is, hereby denied.

## ORDER ON PETITION FOR REHEARING

**PATCHETT, J.**

This cause comes for hearing upon the petition for rehearing filed herein by the Claimant, and the Court finding that the opinion in this matter was previously rendered denying the claim, and the Court having

considered the petition for rehearing, and the response to the petition for rehearing filed herein, and the Court having carefully considered the record, and the evidence brought forth, and having considered the arguments in the petition and the response, and being fully advised in the premises,

It is ordered that the petition for rehearing be and hereby is denied.

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(No. 75-CC-1180—Claim denied.).

**LUEDELLA WOODS,** Individually and as Administrator of the Estate of John L. Britton, Jr., Claimant, *v.* THE **STATE OF ILLINOIS,** Respondent.

***Opinion filed September 27, 1985.***

RONALD L. CARPEL, LTD., for Claimant.

NEIL F. HARTIGAN, Attorney General (WILLIAM E. WEBBER, Assistant Attorney General, of counsel), for Respondent.

***PRISONERS AND INMATES—Standard of care for health and life owed an inmate.*** State must exercise ordinary and reasonable care for the preservation of a prisoner's health and life under the circumstances of the particular case.

***SAME—adequacy of medical and psychiatric care—expert testimony required.*** Claims that the State provided inadequate and improper medical attention and psychiatric treatment and care are allegations of medical malpractice which must be proven by expert testimony.

***SAME—penitentiary inmate—suicide—claim denied.*** Claim based on suicide of penitentiary inmate was denied, as evidence failed to establish that the State failed to exercise ordinary and reasonable care for the inmate's health and life under the circumstances, and the Claimant offered no expert evidence that the State provided inadequate or improper medical and psychiatric attention for the inmate, and the State had no knowledge that he was suicidal.

MONTANA, C.J.

The Claimant herein, Luedella Woods, is the mother and duly appointed administrator of the estate of John L. Britton, Jr., deceased. Mr. Britton was incarcerated in the psychiatric division of Menard Penitentiary, a State of Illinois penal institution, at the time of his death. He was found hanging in his cell there at approximately 7:20 p.m., on September **15,1974.** This claim has been brought to recover damages alleged to have been caused by the negligence of the State in the death of Mr. Britton.

The bulk of the evidence in this case was presented in a report compiled by the Department of Corrections concerning the circumstances surrounding the death. The facts, which do not appear to be in dispute, are summarized as follows.

John Britton was born in Brownsville, Tennessee, on May **9, 1945.** He had several brothers and sisters, the exact number and names rather indefinite. His parents separated when he was around **14** years of age. Around **1961** he came to live with one of his brothers in Decatur, Illinois. Subsequently, his mother also moved there and was residing there at the time of the hearing in this claim. His father's last known address was also in Decatur. He was single but claimed a common law arrangement that lasted about six months. He claimed a sixth grade education. He had frequent jobs **as** a laborer but was often unemployed.

Prior to the offense for which he was incarcerated at the time of his death, he apparently had several minor conflicts with the law. The report indicates that his F.B.I. file reflects several arrests for minor theft charges and one charge of criminal damage to property between July of **1964** and February of 1965. On February **26,**

1965, he was arrested for petty theft and received a one-year sentence. He began his sentence at Stateville Penitentiary in, Joliet, but also served parts in Pontiac and Vandalia. He was released in December of 1965. Three other minor offenses are reflected from March to September of 1966. He was arrested in January of 1967 on a charge of attempted murder arising out of an incident on October 10, 1966. At a hearing he was found incompetent to stand trial and committed to the State of Illinois' Department of Mental Health. **A** year later he was released to Kankakee State Hospital as being mentally incompetent. On June 29, 1967, he was found competent to stand trial and released to Macon County authorities. In September1 of 1967 he was tried and convicted of attempted murder and subsequently sentenced to eight to 20 years in prison.

Mr. Britton began his sentence at the Joliet diagnostic department but was soon transferred to Menard to serve his sentence with the general population. He was unable to adjust at Menard and in September of 1968 he was transferred to Stateville. In February of 1970 he was again transferred, this time back to Menard but in the psychiatric division where he remained until his death.

**As** for Mr. Britton's life while incarcerated, the report depicts him as a severely disturbed, mentally ill, antisocial individual. It contained evaluations by several psychologists, psychiatrists, and sociologists, comments by his counselors, a nursing and medication summary, various staff observations, and a conduct report.

While serving his earlier sentence for petty theft at Vandalia, a sociologist named Alvin **R.** Frazier prepared a report which was summarized as follows:

"During the course of the interview subject was friendly, cooperative and readily gave answers commensurate with his ability. It is readily apparent, however, that he is unaware of the forces which combine to motivate his deviant behavior. He views the world as being hostile, aggressive and warlike, with all action taken as a means of 'getting at him.' He attempts to arrange his universe so that he is the center of it and has little concern for the rights or feelings of others. He attempted to cover up his feeling of rejection and insecurity by overt, aggressive, and abusive language and physical action. He feels that he must do this to prove himself to be a 'real man and worthy of respect.' He was in good contact as to time and space.

Although his mother has been on relief, he denied any period of extreme economic deprivation. He admits moderate to heavy use of alcoholic beverages which he seeks to use as a 'scapegoat' for his deviant behavior.

This 19-year-old inmate impresses this interviewer as being an inadequate, egocentric sociopath. He views himself as being the target of a very hostile and aggressive world with physical prowess the only means of recognition. He is extremely criminally oriented and prospects are poor for any immediate change in behavior. He will probably prove to be a constant disciplinary problem during his entire period of incarceration. He was involved in an attempted 'jail break' in Macon County and as a result of this, coupled with his emotional make up, is considered an extremely poor security risk. Without the benefit of psychometric testing, it is difficult to determine intellectual capacities; however, it is this interviewer's impression that subject has borderline intelligence."

Following his last arrest and prior to the competency hearing, a Doctor Groves B. Smith and **a** Dr. Baumann evaluated **Mr.** Britton. Dr. Smiths report was said to contain the following:

"For his own welfare and for the protection of the community, and I have every feeling of sympathy and understanding about him and his responses, I do not feel that he can be cared for in a school for mentally retarded. I have worked with these children for most of my life, I would not want the responsibility for his care during the growing up process. He is a dangerous person. He responds to kindness, and he rebels against anything which he describes as an attempt to dominate and direct his behavior. He is a major security risk in any environment in which he is put. I feel this takes precedence over illiteracy and limited training, even though he presents a picture of mental retardation."

Dr. Baumann was said to have administered several tests to him and provided the following evaluation:

"In summary, he is mentally deficient, his intelligence is so limited that he doesn't know the difference between right and wrong, particularly when

he is intoxicated. He is a dangerous person who is likely to act out again. It is our recommendation that he be placed in a mental institution or a hospital for the mentally defective where he can no longer act out his impulses. If he is not imprisoned or placed in a hospital for mental defectives, he may be expected to act out in a dangerous, hostile and aggressive manner again. This man is defective, as well as being hostile and dangerous. He should not have probation. He should be incarcerated so that he cannot inflict the damage on society."

After Mr. Britton was found not competent to stand trial, another evaluation was performed, this time at the Illinois Security Hospital in Chester, Illinois. After several additional tests were conducted, the following report was said to have been made:

"The results of the psychological examination reveal that we are dealing with a patient who is on the threshold between a borderline mental defective and a mentally defective in his verbal ability. In conclusion: Results of the psychological examination reveal that we are dealing with a mentally defective young adult who certainly, at this time, is not able to stand trial in terms of mental ability, which may be depressed due to a sociopathic syndrome. The personality assessment revealed that we are dealing with a person who has extreme difficulties in interpersonal relations in his social arena, has a serious ego disturbance and has developed a mild sociopathic syndrome. The psychometric results strongly suggest that this patient should remain in his present status in this institution with continued psychiatric observation and treatment. It is felt that a psychological reevaluation should be administered after a few months of continued treatment. It is felt also that a more comprehensive evaluation could be made after this period of time in view of the present difficulty in differentiating between the variable of mental retardedness and blocking relative to problems and situations of an interpersonal nature."

Following his sentencing on the attempted murder conviction, a Doctor Ciatteo, a psychiatrist at the Joliet diagnostic department, evaluated Mr. Britton for a special progress report. His diagnosis was, "emotionally unstable personality in a mentally defective individual. He is not mentally ill and not in need of mental treatment. He is not classified as a sexually dangerous person." However, he did agree with the other examiners that he should be classified as a dangerous person, especially with respect to his hostile and aggressive behavior, if he felt he was being badgered or

backed against the wall, or even more significantly, if he felt he was not being understood.

Just prior to his transfer from the Menard general population back to Stateville, Mr. Britton received the following evaluation from a psychologist named Meyer:

"Group II(b): Mental retardation without continuing criminal propensities. Doubtfully improvable offender—emotionally unstable, passive-aggressive, passive-dependent type. Guarded prognosis . . . MAXIMUM *SECURITY*—related to his degree of emotional instability and his inability to handle frustration in a thoughtful manner."

While back at Stateville, on May 26, 1969, an electroencephalogram was conducted and was' interpreted to be within normal limits. Shortly thereafter a psychiatrist named Lorimer diagnosed Mr. Britton and it was reported that he provided the following analysis:

"The mental deficiency or mental retardation, more properly called, is felt to be possibly a combination of educational opportunity which was lacking as well as a hereditary factor . . . (Britton was) a primitive person who acts impulsively and often in an animalistic; dangerous manner in a social setting of a metropolitan community."

On July 10, 1969, Mr. Britton reportedly sought isolation from the prison environment by requesting to cell alone. A Doctor Kruglik felt that he should be permitted to cell alone until situational pressures he was feeling moderated.

On December **30,** 1969, while at Stateville, the report states Mr. Britton caused a disturbance in his cell area. Britton stated that the Lord was there and that he was going to the Lord. He asked for his black brothers to accept and help him. He said that he had never been accepted by his black brothers. He was placed in the detention hospital. He resisted and several officers were required to move him. Doctor Kruglik's special progress report reflected the following comment: "Since being here, from early this morning, the inmate has been lying on the floor in the nude, refusing to eat or to shave and shower."

Another report by Doctor Ciatteo, dated January **9, 1970,** pointed out additional aggressive and belligerent behavior.

On January **16, 1970,** Dr. Ciatteo reported that: "In the last few days, Britton refused to shave, became negativistic and grossly unmanageable." He recommended transfer to the psychiatric division, Menard, Illinois.

On February **11, 1970,** a Doctor Perez, psychiatrist, interviewed Britton and started medication. His comments contained the following:

**"Conversation with the inmate reveals a type of thinking which is repetitive, verbigerative and inappropriate. Logic and judgment are rather poor. Emotionally he is inappropriate and has regressed to unreasonable degrees of hollering and talking loudly or repeating continuously that the Lord is his shepard *[sic]*, and that he shall not want, etc."**

On September 20, **1972,** efforts were made to reduce his medication, and all was discontinued except Stelazine, **2** mg., which was maintained for a background stabilizing factor. Going below this amount of medication might be even more unfavorable, it was said.

The parole board was interested in an updated report concerning Mr. Britton. Doctor Perez briefly summarized Mr. Britton's situation and stated that he would discontinue all medication prior to the parole board appearance. He evaluated Mr. Britton as being in need of mental treatment: background of borderline intellectual and behavioral adaptation with a degree of regressive behavior which has been called immature, aggressive, and paranoid with prognosis highly doubtful.

On December **21, 1972,** Dr. Perez reported the following concerning the discontinuance of his medication:

"Unfortunately, since that day the condition of the patient has progressively deteriorated. He downgrades nurses and attendants. He fears that people real and unreal are going to kill him. He talks loudly and without control throughout the night, disturbing the rest of the gallery population. For humanitarian reasons, I can no longer withhold medication from this patient."

On April **12, 1973,** Dr. Perez reported that: "Britton has become somewhat more deteriorated in his schizophrenic decompensation since his parole was denied around the end of February of the current year."

On May **11, 1973,** he reported that: "Britton appears very uncomfortable from an emotional point of view. He is inappropriate, very irritable, flies off the handle and threatens the staff."

A Max Givon, psychologist, in his progress notes of September **28, 1973,** reported:

"John Britton continues to exhibit symptoms of instability and hostility. He is intellectually and emotionally a rather limited individual, who does not have the capacity to cope with even simple routines. For example, he repeatedly requests to be taken to the 'bullpen' for exercise, but then turns around and curses and threatens the officer in charge of the gallery. He presents a very problematic case from a treatment point of view. Thus far, he has defied our attempts to produce significant changes in his behavior."

On October **3, 1973,** Dr. Perez prepared a report containing the following comments:

"Mr. Britton again was' brought to my attention because he is creating disturbances in segregation every night for the past week. He has been segregated in the last cell of that unit. We should remember that when a schizophrenic of the degree of John Britton is isolated excessively, the only thing he has left is his world of fantasy and imagination."

**A** report dated May **23, 1974,** from Dr. Perez, contained the following comments:

"Mr. Britton has been an extremely challenging and difficult patient to handle. Basically, when his limited resources are taxed, he reacts in such

irrational and persistently irritating manners that his handling becomes a complicated situation. I, as a psychiatrist, try to use any method in my profession through which I can relieve his difficulties. I use medicine, efforts to explain his limitations, and attempts to bring to the patient a minimum of reassurance and human concern which is what all persons, disturbed or not, crave. Unfortunately, a prison is a difficult environment. It is not always easy to bring reward to a patient who spends the night screaming or who reacts to everyday occurrences with immaturities. There is a problem of protecting other patients, the issue of security, which overlap and put under stress the facilities of this institution."

The psychiatric division review board met frequently to discuss Britton's case. Efforts were made to return Britton to the general population several times. It was said he usually became involved in a major confrontation with other residents and staff or he requested to be returned to a single cell, isolation-type condition. In all cases, the review board felt that Britton should remain at the psychiatric division to complete his sentence.

A summary of the nursing and medication records appeared next in the Department of Corrections report. In general it appears Mr. Britton had few physical problems. It was reported that he was a well developed young man in excellent health. The medication prescribed for him was directed at his mental and emotional problems. He received his first medication consisting of Pralizin, Artane, and Mellaril in February of **1970,** and continued to receive medication throughout his incarceration with the exception of certain very brief periods. The following excerpts relating to nursing and medication were taken from the Department of Corrections report.

In a report dated July of **1973,** a counselor named Andres reported:

"He was taken off medication during November, **1972,** in an effort to determine if he could function without it. On December 25, **1972,** he was extremely delusional, believing that his life was in danger and fearing that his cell floor was going to collapse at any moment. Medication was

reintroduced, and initially he stabilized quite quickly. Several days prior to his parole hearing, while on yard, he struck an officer for no apparent reason."

The Department of Corrections report also contained the following comments:

"The nursing reports reflect that initially Britton was complaining about routine things such as rash he had last summer, upset stomach, minor chest pains and colds. On December **24, 1974,** he started refusing to take medication prescribed. During the early part of **1973,** Britton became restless and nervous. On June **7, 1973,** a note reflects that the patient is getting worse every day about taking medication. The staff made three trips to his cell before he took it. He continued to be restless and nervous and started a fire in his cell on September **22,1973.** From this point on, it became a confrontation between Britton and staff personnel concerning medication. He would demand medication from the staff and then he would refuse to take it. The records reflect that Britton was up at various hours walking and pacing in his cell. He was becoming even more restless, nervous and unable to sleep. He started spitting on staff personnel and threatened to kill John Robertson on July **21, 1974,** over his medication.

**From** July **21, 1974,** to September 9, **1974,** Britton was completely dependent upon medication to induce sleep. At times, he would request medication and then refuse to take it when staff personnel arrived. His condition was described as disturbed, restless, very disturbed, upset, cannot sleep and on September **9, 1974,** Sergeant Sherbert reported the patient had been awake and bumping into his cell gate for several hours.

His medical progress report reflects that his general physical condition was good. There were no diseases or injuries recorded except for a fractured right little finger during childhood and a stab wound in the left lower lumbar area received in a fight in **1963.** It was discovered that he had a hearing problem and a hearing aid was provided. He received chest x-rays regularly and all were negative. It appeared at times that Britton may be improving by his cooperation with the staff. At other times, he displayed a high degree of hostility and aggressiveness. On June 24, **1974,** Britton was involved in a fight in the yard area. He was reported for swinging on an officer. The entry concerning medication on this date states that he takes oral medication and often pours it out. To reflect his changing moods, on August **22,1974,** Britton was reported as being very cooperative. On August **26,1974,** four days later, he assaulted his assigned counselor, Max Givon, by striking him several times about the face and knocked Officer Rader down causing injury to his head. Britton stated that we are trying to 'take his Soul', and refused to take oral medication. On September **5, 1974,** an entry was made on his medical progress report that evaluates the effort. 'Patient refused shot yesterday. I spoke with Dr. Perez—This patient has been so ill lately—nothing seems to be helping him. Doctor has temporarily discontinued all medication. Will continue to observe.' "

The Department of Corrections reports also contained observations from various staff members which were said to provide additional insight into some of Mr. Britton's problems:

"It became obvious on December 8, **1965,** that Britton had problems when he reported to Captain Handley that he was very nervous. Britton was observed shaking and trembling all over and perspiring heavily. On August **7, 1968,** while at Menard, he attacked another resident from behind and struck him in the head with a cup. Action was initiated at that time to move Britton to a northern institution. Again, on August **7, 1968,** he was removed from grade school for lack of interest and causing trouble in classes. Britton grabbed Officer McBride but released him. On August **15,1968,** Britton was placed in segregation because of two fights. Britton's explanation was because he disliked 'White folks.'

On July **8, 1969,** Britton reported to Lieutenant Leithliter at Stateville that he was very nervous and did not want to eat with anyone. He was escorted to Detention Hospital. On December 30, **1969,** Britton caused a disturbance in his cell. He stated, 'the Lord was there and that he was going to the Lord.' He asked for his Black brothers to accept and help him. Britton refused to accompany Lieutenant Harrelson to the Detention Hospital and necessary force was used to move him. On January **5, 1970,** Britton caused another disturbance by hollering repeatedly out of his cell that, 'I am God, I am God, I have the Power'. A shot was ordered for Britton by Dr. Venckus and necessary force had to be used to administer the shot. Britton refused to take it. One Lieutenant was bitten under his left arm. From March **5** to April **8, 1970,** Britton made some positive adjustments.

Britton was limited in what he could do and accomplish. If assigned to a particular detail, it was for a short period of time. On August **6, 1968,** the School Principal at Menard stated that he had the wrong attitude and goals as far as school was concerned and felt that Britton would be better off on another assignment. He was considered as a food handler but was disqualified because of recurrent diarrhea. On December **28, 1967,** he was returned to the school gang and assigned to the first grade level. This failed in a rather short period of time and Britton remained in Segregation for an extended period of time. The Assignment Committee reviewed his case regularly. On March **29,1974,** he refused to return to his cell and cursed other patients and threatened them for not giving him coffee. On May **6,1974,** the Assignment Committee released him from Segregation Unit. Britton requested that he be returned to Segregation on May **14, 1974,** because he was unable to get along with others. On July 2, **1974,** he was reported for fighting with another patient. On July 30, **1974,** he was reported for numerous violations and abusing yard privileges. On August **27,1974,** Britton was reported for spitting on an officer and a visitor in the Psychiatric Center. His assignments were very limited because of his frequent acts of misconduct and his inability to adjust."

The Department of Corrections' report on Mr. Britton's conduct (other than the incidents recounted above) was rather general and in summary form. This format was apparently chosen due to the fact, as stated in the report, that he accumulated incident reports faster than they could be acted upon by the staff disciplinary committees.

Basically, it was reported that he became involved in confrontations on a daily basis with both residents and members of the staff. His actions, while confined, conformed in large part to the predictions of those who evaluated him. He was in constant trouble with loud talking, fighting and being at the wrong place without permission. He rebelled against institutional rules at every opportunity: smoking in class, refusing to work assigned jobs, roaming the galleries without permission, refusing to remove his cap at the barber shop, returning to his cell late, creating disturbances during sleeping hours, remaining in bed after he should have been up and at work, covering his cell lights with paper, and refusing to take his medication.

Several specific incidents during the last year of Britton's life were documented and should be noted as they are particularly relevant to this claim. On September **22, 1973,** approximately a year before he died, Britton started a fire in his cell. Less than a month later, he started another fire in his cell. On August **3, 1974,** reports reflected that "He was so depressed he was banging his head into the bars and taking his fist and hitting himself in the face." It was further said, "He . . . raised hell all night screaming and kicking his bunk . . ." On August **21,1974,** he threatened to kill an officer. Five days later he assaulted a man. On September **4,1974,** he started another fire in his cell. On September 10, **1974,**

five days before his death, he made his last appearance before the merit staff for his acts of misconduct. He called the members "mother-fucking honkies" and stated that he would kill them all if he had a chance.

Because of his conduct record, Mr. Britton served a large portion of his time in the segregation unit. The report stated as follows:

"From December 12, 1972, until his death in September, 1974, Britton's activity with the general population was very limited. On December 23, 1972, he obtained general population status and was returned to segregation on December 25. He obtained general population status again on May 7, 1974; it lasted seven days, until May 14. Britton remained in the Segregation Unit from May 14, 1974, until September, 1974. His case was reviewed by a committee of staff personnel monthly. He remained there under close supervision and control because of his aggressive and hostile acts of misconduct toward other patients and staff personnel."

Mr. Britton was confined in the segregation section of the prison when he died. Illustrations and pictures of the cell and gallery were appended to the Department of Corrections report. There are 54 cells on the gallery and on September 15, 1974, only 18 residents were housed there, one per cell. No resident was out of his cell or in a position to observe the decedent at any time. All of the cells are fairly identical. Each is 11 feet deep, 4 feet, 7 inches wide and 9 feet, 2 inches high. After lockup at approximately 5:30 p.m., all cells were placed on deadlock and the keys were secured in a locker at the end of the gallery. Three cells, however, were different. They were apparently designed for individuals considered to be suicide risks. Their locks were disconnected from the master control lock and they cannot be placed on deadlock. These cells could be opened with keys at all times. Although it appears that at least one of these cells was unoccupied and available for use, Mr. Britton was not housed in one of these cells. The stated reason was that he was not considered by the staff to be

suicidal. Mr. Britton was housed at the end of the gallery away from the entrance.

The immediate circumstances surrounding the death of Mr. Britton are summarized from the Department of Corrections report and the transcript of the coroner's inquest which was offered by the Claimant.

The post-instruction for the 3:00 p.m. to 11:00 p.m. shift on the gallery in which Britton was housed provided for a gallery officer to make a round to check each resident every half hour. Due to extraordinary rowdiness of the residents on the night of Britton's death, the shift commander, Lieutenant Sam Grecco, ordered rounds to be made at 15-minute intervals. At approximately 7:20 p.m., Officer Arnold Brueggman, while making his round, discovered Britton hanging by his belt from a light fixture above the commode in his cell.

Immediately upon finding Britton, Officer Brueggman ran the length of the gallery, approximately 100 yards, to get keys and assistance. The report suggests that yelling for help at that point would have been futile as the concrete and steel structure operated as a barrier to sound. He obtained assistance from Lieutenant Grecco and Officer 'Virgil Voges. Officer Voges obtained keys and went and opened the grill work to the master locking system. He turned the master lock to a point where the cell could be opened with a key. During this time, Lieutenant Grecco called for more assistance. The three then went directly to Britton's cell, entered, and, with the two officers holding the body, Lieutenant Grecco cut him down. They removed the belt and a certified technician who was already on the scene gave emergency medical treatment, including oxygen, to no avail. Various other people then came and a Dr. James

M. Whittenberg pronounced Britton dead around 8:15 p.m. shortly after his arrival.

The leading case in Illinois on the standard of care for the health and life owed an inmate is ***Desort v. Village of Hinsdale*** (1976), 35 Ill. App. 3d **703,** 342 N.E.2d **468.** Therein it was held that "ordinary and reasonable care for the preservation of the prisoner's health and life under the circumstances of the particular case" must be exercised. ***(Supra.)*** Whether or not defendants have failed to act in accordance with this standard is a question for the trier of fact. The other cases cited by the parties follow the rule in *Desort* and the decisions turned on distinguishable facts. The facts in this claim set forth hereinabove consist solely of the Department of Corrections report and the coroner's inquest transcript and constitute the entire record on the issue of due care.

In the Claimant's complaint eight separate breaches of duty were alleged, one or more of which were said to have proximately caused the Claimant's decedent's death. First, it was contended that the Respondent negligently failed to maintain proper supervision of Britton's quarters. The record does not bear this out. The only evidence on this point was that on the night of Britton's death, a jailer was ordered to make an observation round once every 15 minutes instead of the usual once every half hour. There is nothing to indicate this was not done. Other than constant or continuous supervision, it is nearly impossible to envision what more could have been done, and under the facts of this case, we do not think the Respondent can be held accountable for not having supervised any more than it did.

Second, it was alleged that the Respondent negligently permitted Britton to possess a belt when it was known or should have been known that he was mentally of an unstable nature or condition and possessed suicidal tendencies. There is nothing in the record to suggest that mentally unstable persons should not be allowed to have belts. No violation of a rule or regulation concerning possession of belts was alleged or known. Under the facts of this case, we do not think the Respondent knew or should have known that Britton was suicidal. Nothing in the record indicates that the Respondent knew Britton was suicidal. No expert testimony was elicited to show that the symptoms exhibited by Britton should have indicated to the Respondent that he was suicidal. Moreover, we are unable to conclude from the facts ourselves that the Respondent should have known Britton was suicidal. He had been incarcerated for many years off and on, having served approximately seven years in succession at the time of his death. During this time the record does not disclose any single incident or combination of incidents which we can find should have been sufficient to put the various prison officials and staff on notice that Britton was suicidal. There is nothing to indicate that during all this time he did not possess, or have access to, a belt, a shirt, pants, a sheet or other instruments with which he could have hung himself. Setting the contents of his cell on fire can be attributed to any number of motives. Hallucinations or rantings and ravings about a supreme being are similarly susceptible to many explanations. One incident involving banging **his** head on cell bars, and punching himself in the face was reported to have occurred a little more than five weeks before his death. However, the report indicates by far that most of

Britton's acts of hostility and belligerence were directed toward the prison staff and other inmates. Britton definitely had and caused, many problems, but we do not think the record shows by the preponderance of the evidence that the Respondent did know or should have known he had suicidal tendencies.

The third allegation of breach of duty was that the Respondent negligently failed to institute emergency procedures within the psychiatric division of Menard Penitentiary to enable a prompt response to aid an injured inmate and the fourth alleged breach of duty was that the Respondent did in fact fail to promptly respond to the aid of the decedent once apprised of his condition. As for the third allegation, the record is silent as to what standard emergency procedure was used at the time of Britton's death and no evidence of how it could have been improved was offered. We are persuaded that the staff at Menard did all it could to promptly react to the situation at hand. On this subject the record shows the following series of events occurred. At 7:20 p.m. Officer Brueggman observed Britton hanging from a light fixture in his cell. He immediately ran in excess of 277 feet to a point where he obtained the assistance of Lieutenant Grecco and Officer Voges. Officer Voges picked up keys from a key box located there. and went over to a grilled gate that provided access to the master locking system. The door was opened and the lock handle rotated from deadlock position to key position to enable Britton's cell to be unlocked by key. The three then opened Britton's cell with the key and proceeded inside. Lieutenant Grecco climbed on top of the lavatory and cut him down while the other two officers held Britton up to keep him from falling. He was then placed on the floor of his cell.

Testimony indicated four or five minutes lapsed between discovery of the hanging and the cutting down. They then removed the belt from around the neck. By that time, or almost immediately thereafter, an emergency medical technician was on the scene and tried to revive Britton with a manual resuscitator bag. No vital signs were present and resuscitation proved to be of no avail. A Dr. Whittenberg arrived at approximately 8:15 p.m. and pronounced Britton dead.

The fifth allegation of breach of duty was that the Respondent negligently confined Britton in defectively designed quarters which were constructed in such a way as to allow him to hang himself. We do not think the evidence shows the cell was defectively designed. On Britton's cellblock there were two unoccupied "suicide cells" but he was not placed **in** one because he was not thought to have suicidal tendencies and, as previously stated, we do not think the Respondent negligent in not knowing he was suicidal. We think that his cell was adequately designed for the purpose intended. His death was the proximate result of his own intentional act and not the result of defectively designed quarters.

The sixth allegation of breach of duty was that the Respondent negligently provided improper and inadequate medical attention to the decedent prior to and/or after he hung himself. Claimant offered no expert testimony or any other evidence to prove this allegation. The same is true with respect to the seventh allegation of negligence, that the Respondent provided improper and inadequate psychiatric care and treatment during Britton's incarceration prior to his death. These are essentially allegations of medical malpractice and as such must be proven by expert testimony. ***O'Donnell v. State*** (1980), ***34*** Ill. Ct. Cl. **12; *Porter v. State*** (1965), **25** Ill. Ct. Cl. **62.**

The last alleged negligent act or omission was that the Respondent maintained an improper and inadequate rehabilitative environment all during the confinement of the decedent and/or immediately prior to his death. The Respondent failed to object to this allegation. There is nothing in the record from which we can conclude that the rehabilitative environment was improper and, assuming ***arguendo*** that it was improper, there is no evidence that such was the proximate cause of Britton's committing suicide.

In summary we find that the record shows that the Respondent exercised ordinary and reasonable care for the preservation of the inmate's health and life under the circumstances of this case. In fact, it shows that a great deal of effort was made by the Respondent to treat Britton's mental problems. While Britton's death was unfortunate, we do not think it was foreseeable and the evidence is insufficient for us to make an award.

Claim denied.

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**(No. 76-CC-1185—Claimant awarded $15,000.00.)**

**IOTA F. VAUGHN, Claimant, *v.* THE STATE OF ILLINOIS, Respondent.**

***Opinion filed January 14, 1985.***

***Order on petition for rehearing filed August 1, 1985.***

RUPPERT & SCHLUETER, for Claimant.

NEIL F. HARTIGAN, Attorney General (WILLIAM E. WEBBER, Assistant Attorney General, of counsel), for Respondent.

HIGHWAYS—*dip in highway—low shoulder—no warning signs or fences—personal injury—claim allowed.* **Award for personal injuries granted a Claimant who hit a dip in the highway, lost control of her car and ran off the road, which had no shoulder, into a lake, where there were no warning signs or fences between the road and lake, and a State police officer had warned the highway department of the danger of motorists running into the lake.**

HOLDERMAN, J.

This is a tort claim arising from an accident occurring on January 8, 1975. Claimant was driving south on Interstate 57 north of West Frankfort, Illinois, near milepost 78.19 with her husband as a passenger. She was coming from Missouri to West Frankfort to attend a funeral. It was raining and Claimant alleges she was travelling at a speed of 30 to 35 miles per hour because of the wet pavement. There was other traffic on the road, including camper-trailers and pickup trucks, which were throwing water and mud back on Claimant's windshield. She had been driving in the right hand lane and went over to the left hand lane to try to avoid the throwing back of water and mud from the other vehicles.

Claimant stated the trailer she was travelling behind appeared to swerve and she thought it was going to hit them so she went off the pavement on the inside after encountering a dip in the highway. When she went off the pavement, she lost control of her automobile and it proceeded to the right side of the highway and then into Rend Lake. Her testimony was that the embankment was very steep, at least two car lengths, there was no shoulder on the road, only mud, and there were no warning signs of either the dip in the road or the low shoulders.

Claimant and her husband were in the car in the

lake for approximately two hours until they were rescued by the State Patrol.

Trooper Larry Dean Biggs was called by Claimant as one of her witnesses, as he was on the scene of the accident before she was rescued. He testified there had been other accidents at this location and that he had talked to the highway department about putting up some temporary protection where the road runs along the lake to keep people from running into the lake. He further testified that since the accident, a rest area had been established in this vicinity and the ditch Claimant encountered had been filled.

According to the medical testimony, Claimant sustained whiplash injuries to her neck for which she had been taking treatment for a considerable time and which was quite painful. The medical bill for these services was $5,615.00. She also alleges she has spent the sum of $250.00 for the care of her invalid husband for two weeks during the time she was unable to care for him while she was convalescing. She also incurred damages to her automobile in the amount of $127.00.

According to Claimant's testimony and that of her doctors, she was still suffering pain and would continue to suffer pain for a considerable period of time.

The evidence in this case shows there were no warning signs and no fences between the road and Rend Lake. It appears from the evidence that the State had notice of this condition but had done little or nothing to safeguard the travelling public.

The Court is of the opinion an award **of** $15,000.00 should be made to Claimant to cover her expenses, and for the injuries she suffered and will continue to suffer for some time in the future.

Award is hereby made in favor of Claimant in the sum of $15,000.00.

ORDER ON PETITION FOR REHEARING

This matter was heard on oral argument after a petition for rehearing was filed by Respondent and objection to said petition was filed by Claimant.

The Court calls attention to the testimony of Larry Dean Biggs, a trooper with the Illinois State Police, Department of Law Enforcement, who said that in his opinion, there should have been a guard rail or some other safety factor to protect the public. His position is strengthened by the fact there has been a complete change made by the State since this accident to offer the public the right of protection. Among the changes made was a rest area put in, a ramp and guard rail all the way down until there is no more water, and the ditch has been filled. The action taken by Respondent supports the position taken by Claimant in this cause.

The Court calls attention to the fact that in regard to the degree of injuries suffered by Claimant, the State offered no medical evidence of any kind or character to rebut the claims of Claimant's doctor that she had a whiplash injury that could possibly be permanent.

Claimant incurred the sum of $5,615.00 in fees from two chiropractic doctors for care and therapy, the sum of $250.00 for the care of her invalid husband for two weeks she was. unable to care for him, damages to her automobile in the amount of $127.00, and requests $10,000.00 for permanent injuries.

Medical evidence shows Claimant's injuries could be a permanent situation, as whiplash injuries sometimes do become a permanent feature of the injured party.

After reviewing the record, the Court is of the opinion that the original award is correct and therefore reaffirms its original decision in granting Claimant an award in the amount of $15,000.00.

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(Nos. 76-CC-2199, 76-CC-3194 cons.—Claimants awarded $109,081.00.)

**DELTA SYSTEMS CORPORATION** and **MAY & SPEH DATA CENTER,** Claimants, *v.* **THE STATE OF ILLINOIS,** Respondent.

***Opinion filed July 11, 1985.***

***Order filed January 8, 1986.***

**JOHN K. KALLMAN,** for Claimants.

**NEIL F. HARTIGAN,** Attorney General **(ROBERT J. SKLAMBERG,** Assistant Attorney General, of counsel), for Respondent.

CONTRACTS—*computer* ***programming system—filing of contract with Comptroller—deficient work—claim allowed subject to reduction.*** Claim of a corporation for payment under several contracts with the State for professional services in establishing a computer programming system was allowed over the State's contention that the Claimant failed to file the contract with the Comptroller and thus waived its claim; however the claim was reduced by $50,000.00 based on evidence that the system installed was deficient.

**HOLDERMAN, J.**

This matter arose out of contracts between Delta Systems and May & Speh Data Center and the State of Illinois for professional services in an effort to establish a computer programming system for ,the Industrial Commission of the State of Illinois., ,

The first contract was No. 741241 and was'dated October 14,1974. This contract was not filed as required by section 15of the State Comptroller Act (Ill. Rev. Stat.

1975, ch. 15, par. 215) and section 9.01 of The Illinois Purchasing Act (Ill. Rev. Stat. 1975, ch. 127, par. 132.9a).

The complaint in this matter was filed in 1976 and the docket sheet is 20 pages long.

In Count I of the complaint, Delta claims that the State, through contract M.I.D. No. 741241 with the Illinois Industrial Commission, owes Delta $146,081.00. To this count, the State objects on the grounds that the contract was not filed as required by the statute, and it was admitted by a representative of the Illinois Industrial Commission that he failed to file said contract.

During January 1975, the parties negotiated a second contract, M.I.D. No. 750221 which expressly superseded No. 741241. This contract was signed by both sides and was executed on February 11, 1975. It is the State's contention that the subject matter of contracts Nos. 741241 and 750221 was the same, that the first contract was merged into the second contract, effectively setting forth the rights on the prior contract. See 95 Ill. App. 3d, 1044.

It is the State's contention that Delta had the opportunity to provide the services but failed to protect itself on that matter, consequently waiving the opportunity to secure the money owed it and assuming the risk that it would be paid as it had been until that time.

total of $20,370.00, leaving a balance claimed of $29,000.00 under this contract. Respondent states that

Delta is not entitled to receive anything from the State because its contract **No. 750901** was not completed and was not at all satisfactory.

In January **1975,** the Department of Finance cancelled M.I.D. **No. 741241** because Delta was slow in performing its duties and the State decided to cancel out of the Federal **OSHA** program. The Illinois Industrial Commission chairman directed that invoices for work performed under **No. 741241** be submitted against **No. 750221.** Delta received payments out of funds allocated to No. **750221** for the **$173,325.13** in work performed under No. **741241** and prior to the execution of **No. 750221.** When the IIC and the Department of Finance investigated the payment problems, the State decided to recapture the **$173,325.13** it wrongfully had taken from No. **750221** by withholding that amount from Delta invoices submitted during May and June of **1975.**

The original complaint in this case was filed by Delta Systems Corporation December **20, 1976,** and the claim of May & Speh Data Center was later consolidated with this case. Pioneer Bank and Trust Company is an intervening Claimant.

On September **3, 1975,** there was **an** addendum to contract No. **750221** requiring Delta to perform additional services and increasing the amount payable on that contract to **$453,210.00.** This addendum contract is noted as **No. 750221A,** making a total for the contracts **$597,895.75,** on which Delta has been paid to date the amount of **$451,814.75,** leaving a total balance of **$146,081.00.**

The State claims it has paid Delta **$36,370.00** on contract No. 750901, leaving a balance of **$13,000.00.**

May & Speh were subcontractors of Delta under contract Nos. 750221 and 750221A and held a security interest in the amounts due Delta under those contracts. This security interest was perfected by filing a financial statement with the Secretary of State and claims $146,081.00 in connection with these contracts. May & Speh further claims $42,710.06 which the State paid to Delta in alleged violation of an agreement with May & Speh, in violation of the perfected security interest.

Pioneer Bank, the intervenor, is seeking $98,773.39 on a basis of a security interest and contracts Nos. 750901, 741241 and 750901A. A stipulation was filed between Delta, Pioneer Bank and May & Speh. This stipulation provided:

1. Delta acknowledged a debt to Pioneer for $98,773.39.
2. Delta owes May & Speh $115,881.81.
3. Pioneer Bank has a valid and enforceable security interest to secure payment of $98,773.39.
4. May & Speh has a valid claim for $115,888.81.
5. May & Speh's claim is inferior to Pioneer's claim'. .
6. Delta withdrew any defenses to the claims of Pioneer and May & Speh.

The State contends that the contract No. 741241 was not filed with the Comptroller pursuant to the State Comptroller Act and the Illinois Purchasing Act. It further contends that Delta's performance was unsatisfactory. However, some payments were made and services performed herein. The contention of the State is that the State has paid Delta $36,370.00 under contract No. 750901 and the balance is $13,000.00 because the contract was not complete and was unsatisfactory. This defense of the State was refuted by evidence of the

Claimants. There was no evidence by the State except that brought out by cross-examination.

The State further contends that it cancelled No. 741241 with sufficient notice. As to the claims of May & Speh, the State contends it had no contractual obligation to May & Speh and that it owes Delta nothing on Nos. 750221 and 750221A.

The State's briefs, are silent as to the claim of Pioneer Bank. There was also a claim by R. H. Factor as intervenor. In view of the fact this claim was not pursued and abandoned, the Court does not think it merits consideration. Delta claimed that Respondent failed to offer evidence in support of the affirmative defense, and the Court believes it has not.

The case has been prolonged in this Court from 1976 until the present time. There are approximately 900 pages of testimony and, as stated before, the docket sheet is 20 pages long.

There is considerable evidence in the record that the system installed was very deficient and exhibit 15 states that the case hearing system produces none of the Commission's routine reports of case hearing activity and is incapable of generating the alphabetic reference listing of cases by applicant. This exhibit also states that the accident reporting system has been completely dormant since the Legislature cut the appropriation. Other items in the record show the system failed in many ways and did not accomplish the end for which it was purchased.

It is the opinion of this Court that Delta is entitled to an amount of $146,081.00 on Count I of the complaint, plus $13,000.00 under Count 11, or a total of $159,081.00,

less $50,000.00 for unsatisfactory performance, for a total of $109,081.00.

ORDER

**HOLDERMAN,** J.

This matter comes before the Court after oral argument was heard on September 23, 1985. There has also been filed in this cause a stipulation, dated September 14,1981, by and between Pioneer Bank and Trust Company, formerly Pioneer Trust and Savings Bank, May & Speh Data Center, and Barry S. Grossman.

The Court, having reviewed the record and heard the arguments in this cause, is of the opinion that the Court's opinion, dated July 11, 1985, is correct and reaffirms said opinion. Order of distribution is to be made according to said opinion.

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(No. **76-CC-2347—Claimant awarded $100,000.00.**)

**JAMES G. KIRCHNER,** Administrator of the Estate of June E. Kirchner, Deceased, Claimant, *v.* **THE** STATE **OF ILLINOIS,** Respondent.

***Opinion filed January 8,1986.***

***Order on motion for rehearing filed May 15,1986.***

**DUNN,** BRADY, **GOEBEL,** ULBRICH, MOREL & **JACOB** (JOHN **L.** MOREL, of counsel), for Claimant.

**NEIL** F. **HARTIGAN,** Attorney General **(WILLIAM** E. **WEBBER,** Assistant Attorney General, of counsel), for Respondent.

**HIGHWAYS—ice on bridge—accident—fatality—claim allowed. An award was allowed to a Claimant whose wife was killed when her vehicle overturned on an icy bridge, where, although there were no witnesses to the accident, the evidence established that the State had notice of the dangerous condition but failed to treat the bridge or give warning to motorists, and evidence was presented of deceased's careful driving habits.**

PATCHETT, J.

This case involves an accident which occurred at approximately 8:30 a.m. on December 16, 1975, on Route 150 on the overpass over Interstate 74. Route 150 runs in a north and south direction. June Kirchner, the wife of James Kirchner and the mother of two minor children, was driving alone in a four-wheel drive Jeep in a southerly direction from her home in Carlock, Illinois, to Bloomington, Illinois. The Kirchner vehicle apparently flipped over, which resulted in trapping Mrs. Kirchner under the vehicle and causing her death by acute asphyxiation. There were no eyewitnesses to the accident.

It would appear that on the day of the accident, the highway on both sides of the overpass was dry and clear. It was a cold, windy day. Gordon McClure, a State employee, testified that on the day of the accident at approximately 7:00 a.m., he crossed the overpass in question, and that the overpass was frosty. He reported this condition to his superior, Mr. Hill. Mr. Hill informed two State employees to start treating the bridges in the area for icy conditions. McClure was also at the overpass on the day of the accident at approximately 9:30 a.m. The floor of the bridge was slippery at that time. Apparently, the State employees treated many bridges in the area with salt and sand, but did not treat the span in question before the accident occurred. Other witnesses testified to the slippery condition of the overpass. It is clear, therefore, that the bridge was

slippery at the time the accident occurred. It is also clear that the State had notice of the slippery condition of this bridge, said notice having been furnished by Mr. McClure. There was also testimony from Mr. Cooper, a deputy coroner of McLean County, Illinois, as to the location of the vehicle after the accident.

An opinion was filed in this case on October **23, 1981.** Subsequently, the Claimant filed a petition for rehearing. Oral argument on the petition for rehearing was held on November **5, 1982.** The Court has carefully considered the petition for rehearing filed on behalf of the Claimant, and the oral argument held before the Court of Claims.

We feel that the State of Illinois had actual notice in this case that the bridge in question was icy. The accident occurred approximately 1½ hours after the State obtained this knowledge. During that time, the bridge was not treated and, more importantly, no warnings were placed to warn of the dangerous condition of the bridge. It is also clear that there was sufficient evidence as to the deceased's careful driving habits. This raised the presumption that the deceased was in exercise of due care at the time of the accident. (See ***Hardware State*** Bunk ***v. Cotner*** (1973), **55 Ill.** 2d 240, 245, and Plank ***v. Holman,*** (1970), **46** Ill. 2d **465, 470.)** There is some difficulty in finding that the negligence of the Respondent was the proximate cause of the accident. However, we feel that careful examination of the record establishes by a preponderance of the evidence that the failure of the State to warn of the condition of the overpass, or to take any action at all to treat the overpass, was the proximate cause of the accident in question.

It is undeniable that the Claimant was damaged as a result of this accident, and that the damage was significant. Mrs. Kirchner was a 32-year-old mother of two and employed at the time of her death. It is uncontroverted that her life expectancy was 47 years at the time of her death, and her approximate annual income was $8,000.00. Further, we agree with the Claimant that there is a presumption of substantial pecuniary loss in favor of the lineal heirs in a case such as this.

Based on all of the aforementioned and giving close consideration to the cases of ***Kessler v. State*** (1974), 29 Ill. **Ct.** Cl. **422,** and ***Bovey v. State*** (1955), 22 Ill. Ct. Cl. 95, 101, we award the Claimant the sum of $100,000.00.

## ORDER ON MOTION FOR REHEARING

**PATCHETT, J.**

This cause comes on for a decision upon the motion for hearing ***en banc*** and the motion to reconsider or, in the alternative, motion for rehearing or, in the alternative, motion for new trial, filed herein by the Respondent; and the Court having noted the motions and answer filed herein by the Claimant; and the Court having reconsidered this case in its entirety finds no reason to grant the motion for hearing ***en banc*** considering the fact that this opinion was concurred with by two other judges of the Court of Claims; and the Court further finds no reason to grant a rehearing or new trial or to reconsider the opinion in this case; the Court further finds that this case was filed in 1976, it was tried, it was taken to judgment and an opinion previously issued, and previously reconsidered in full, leading to the opinion filed January 1986,

Wherefore, the Court hereby denies the Respondent's motion and orders that the Opinion filed in January 1986 shall be given full force and effect.

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(No. 77-CC-0663—Claimant awarded $100,000.00.)

ROBERT SCHNEIDER, Claimant, *v.* THE STATE OF ILLINOIS, Respondent.

***Opinion filed July 1,1985.***

A. J. NESTOR, for Claimant.

NEIL F. HARTIGAN, Attorney General (WILLIAM E. WEBBER, Assistant Attorney General, of counsel), for Respondent.

*PERSONAL INJURY—applicability of Structural Work Act.* The Structural Work Act is applicable to the State of Illinois.

***SAME—painting of bridge—State engineer "in charge of work."*** State engineer who had the right to stop the painting of a bridge if the humidity was too high or if the work was not properly performed, and had the right to inspect progress of the job and who reviewed the work on a daily basis, was "in charge of" the work, thus bringing the painting of the bridge within the provisions of the Structural Work Act.

***SAME—painter—fall from scaffold on bridge—cluim allowed.*** An award for medical expenses, lost wages, and pain and suffering incurred by a Claimant as the result of a fall from scaffolding which gave way was allowed, as the evidence established that a State engineer was in charge of the job, there were no safety devices to prevent workmen from falling if the scaffold gave way, and the scaffold should have been fastened to something more secure than the roller which came loose, causing the scaffold to give way.

PATCHETT, J.

This case was consolidated with the case of Lloyd Harris. Both cases were given the number 77-CC-0663 in the Court of Claims. Mr. Schneider and Mr. Harris were both injured in the same accident.

This Claimant was seriously injured on April 22, 1975, as a result of a fall from a scaffold from which he was working while painting a State-owned traffic bridge located at the U.S. Route 50 overpass of the L & N Railroad tracks, one-quarter mile west of the intersection of Illinois Route 111 and U.S. Route 50 in St. Clair County, Illinois. The Claimant was employed by the Gus T. Handge Company of St. Louis, Missouri, contractor on this project. The project was supervised by Mr. Larry Lipe, a resident engineer, employed by the State of Illinois. He inspected the work being performed on a daily basis. The occurrence in question took place at approximately 9:45 a.m. on **April 22, 1975.** The fall was a result **of** a release **of** a scaffold cable upon which the Claimant was working.

The scaffold consisted of boards which were placed across and upon cables strung from one end of the bridge to the other. The cables were strung underneath the bridge and fastened to' a shoe or roller of the bridge by looping the cable around the shoe or roller. The rollers or shoes on this bridge were metal cylinders which rested upon a plate, and the bridge **beam in** turn rested upon the shoe or rollers. The rollers were designed to allow and absorb motion of the bridge. One **of** the rollers to which the cable was fastened came loose, allowing the scaffold upon which the Claimant was working to fall. The Claimant was working approximately **25** to **28** feet from the ground, and as a result of this fall suffered serious and disabling injuries.

The Claimant suffered a severe comminuted fracture of the right tibia and fibula and a fractured medial malleolus of the right ankle. He also suffered a fracture of the body of lumbar 3rd and incurred medical

expenses in the amount of $7,662.07. The orthopedic surgeon, Dr. Hurd, stated that in his opinion the Claimant will never be able to function as a painter, and that he is permanently disabled as a result of his injuries. The Claimant testified that he tried to work on a number of occasions after this injury. The first time was in December 1977, after being off work for more than two years. He was able to work for several weeks because of the nature of the job. He also worked as a maintenance painter, which did not require the effort as in construction work. He attended trade schools hoping to learn a new profession, but has been, unsuccessful in finding permanent employment as of the date of the hearing in question. The Claimant's doctor testified that the Claimant is unable to work as a painter and that this disability is permanent. It was further noted that the Claimant, prior to this accident, was 35 years of age, able bodied, and had been a painter for 14 years. It was also noted in the record that the Claimant had his income diminished from $15,000.00 and $16,000.00 in 1974 and 1975, respectively, to $1,641.00 in 1976, $1,042.00 in 1977, $8,197.00 in 1978, $1,346.00 in 1980, and zero in 1981.

According to the testimony of the witnesses and the briefs of the parties, it appears that the State of Illinois is liable for the injuries sustained by this Claimant. In the case at hand, evidence was undisputed that the Respondent's resident engineer, Larry Lipe, had the right to stop the work in the event that humidity was too high, or if the work was being performed improperly. Mr. Lipe also had the responsibility to review the work on a daily basis, see that the contractor complied with the prevailing wage rate, see that minority groups were being used, that the contractor was complying with the

Fair Employment Practices Act, and use the scaffold to inspect the specifications and progress of the job. Therefore, the State of Illinois' resident engineer was clearly in charge of the work being performed on the structure, and therefore this case does come under the Structural Work Act. In the case of ***Burton*** *Hosey v.* ***State*** (1965), 25 Ill. Ct. Cl. **144,** the Court held that the Structural Work Act was applicable to the State of Illinois.

Furthermore, the State's own witness, Edward Jankowski, civil engineer for the Department of Transportation, testified at the hearing that the roller assembly was on a flat plat. He further testified that the State inspects its bridges to determine if the rollers are in a position to pop out, and if they are in a critical position, they are repositioned. He testified that the bridge does have some elongation or rotation action to the structure, and no matter how heavy, has a tendency to lift. Therefore, if there is tension on a roller, it can pop out.

In this case, the scaffold had no railings, nets, trussing to prevent swaying, or other safety devices such as lifelines, to prevent workmen from falling if the scaffold gave away. From the testimony of witnesses, it was stated that the cables which suspended the scaffold were fastened to ***a*** roller or shoe which was designed to move and was not, therefore, a secure object. It was this roller or shoe which came loose, thereby allowing the scaffold to fall.

Mr. Christopher Fox, salesman for Marcal Rope & Rigging, testified on behalf of the Claimant and stated that in his opinion, the wire ropes that were used for suspending the scaffolding should have been fastened to something more secure. In addition, he testified that

safety belts or lifelines could have been used. He gave his opinion that the scaffold was not a safe place to work based on his knowledge of rigging and **OSHA** regulations.

It should also be noted that Mr. Lipe, resident engineer of the State of Illinois, testified that this job was bid without the type of scaffold being specified. He testified that if boom trucks, tubular scaffolding, or other more extensive scaffolding would have been erected, it would have increased the cost of the job.

Therefore, we award this Claimant the sum of $100,000.00 for his medical expenses, lost wages, and pain and suffering as a result of his injuries herein.

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(No. 77-CC-1168—Claim denied.)

LYNN MULLEN, n/k/a Lynn Mullen Hurst, Claimant, *v.* BOARD OF TRUSTEES OF THE UNIVERSITY OF ILLINOIS, Respondent.

*Opinion filed November 21, 1985.*

**ZIMMERLY, GADAU, STOUT, SELIN & OTTO,** for Claimant.

**MOORE & ASSOCIATES,** for Respondent.

*PERSONAL INJURY—duty of owner of premises—owner is not insurer.* The owner of any premises where invitees may enter must keep the premises in a reasonably safe condition, including a reasonably safe means of ingress and egress from the premises; however, the owner is not an insurer against all types of accidents.

*SAME—Claimant's burden of proof in action against premises owner resulting from fall.* In order to recover from a landowner for injuries resulting from a fall on premises by an invitee, the Claimant must show the premises were in a defective condition and that the defective condition was in existence for such a period of time for the landowner to learn of and correct the condition.

SAME—*no duty to protect against known dangers.* There is no duty on the part of a landowner to warn invitee of dangers which are known, or are so obvious and apparent that an invitee may reasonably be expected to discover them.

SAME—*fall over curb in wheelchair—State university—no negligence by State—claim denied.* The State was not liable for injuries to a Claimant who fell off a curb while riding on the sidewalk in a wheelchair, causing her to fall into the street, where the evidence established that the area was lighted and the curb was in plain sight, and no evidence was offered that the sidewalk was defectively designed, since the mere presence of a curb is not a defective condition and the State has no duty to warn of the presence of a curb that is in plain sight.

POCH, J.

This is a claim for personal injuries brought by the Claimant against the Board of Trustees of the University of Illinois. The factual issues are not significantly disputed. There is no issue that the Claimant suffered severe personal injuries on July **4,1976,** about 10:15 p.m. at or near a sidewalk on the campus of the University of Illinois in Urbana, Illinois.

The facts are briefly summarized as follows: Lynn Mullen was **19** years old in July **1976.** She was confined to a wheelchair due to a bone disease that she had suffered since childhood. Since age **7** the Claimant has been confined to a wheelchair and used a wheelchair as a method of transportation. In the summer of **1976** the Claimant was not then enrolled as a student at the University of Illinois. She had previously been a student at the university.

On July **4,1976,** the Claimant and her now husband Terry Hurst had gone to Memorial Stadium to see a fireworks display. Mr. Hurst was also confined to a wheelchair. They had pushed themselves to the stadium part of the way. About 10:00 p.m. the Claimant and Mr. Hurst left the stadium and pushed their respective wheelchairs towards their residence. They passed in

front of Smith Music Hall on the sidewalk which was concrete.

**As** they passed in front of Smith Music Hall, Mr. Hurst was slightly in front of the Claimant and to her left. **As** she passed in front of that building the wheels to her wheelchair went off the curb. This caused the Claimant to fall out of the wheelchair and to land on the street. She suffered a broken left arm and both of her legs were broken with multiple fractures.

Before the Claimant fell she said she had seen the concrete walk but did not see the drop-off or curbing. **At** the hearing before the commissioner the Claimant said the lighting was not very distinct. Prior to the hearing the Claimant had given a statement that the lighting was "bright" in front of Smith Music Hall. The Claimant said she never saw the curb. She had lived at a residence hall within four blocks when she was a student. Prior to attending the university, the Claimant had not received specialized wheelchair training other than attending an orientation lecture in reference to wheelchairs. She felt such specialized training was not necessary.

The Respondent presented evidence through the director of rehabilitation, Timothy Nugent, concerning the facilities for handicapped. This included an orientation program for incoming students, with emphasis being placed on the needs of each particular handicapped student. There was also a facility for care and modification of wheelchairs with recommendation made for the height of wheelchair foot platforms. Mr. Nugent was unaware of any other similar incidents in front of Smith Music Hall, which was about six years old. That building utilized night classes, including those taken by handicapped students.

The Claimant called the university traffic engineer, James H. Trail, in support of her claim. He is responsible for all traffic control devices on campus and supervises maintenance and upkeep of sidewalks, buildings, streets and curbs on campus. The sidewalk in front of Smith Music Hall is on university property. The highest elevation in front of Smith Hall between the service drive and the sidewalk was five inches. There were no signs posted to indicate a drop-off from the sidewalk to the service drive. There are no markings on any buildings indicating a drop-off on university sidewalks.

The Claimant's husband, Terry Hurst, testified that his wheelchair fell off the curb before the Claimant's. **He** called out to her. He was prevented from falling out of his chair because the chair foot platform stopped his fall. His wife's foot platforms were **3/4** of an inch higher due to her lack of height.

There was no dispute that the mercury vapor street lights were operational on July **4, 1976.** The injuries sustained by the Claimant and the extent of her treatment, care and rehabilitation were not disputed, and based upon the decision of this Court herein it is not necessary to detail the medical evidence.

The Claimant alleges that the Respondent, University of Illinois, owed her a duty of care because it failed to make the area safe for pedestrians, including those who were handicapped. She claims the university did not warn of the drop between the sidewalk and service drive where she fell.

The Respondent asserts that there was no duty owed to Claimant because her accident and resulting injuries were not reasonably foreseeable. The Respondent also alleges that there was no proof offered to show

the university created a defect or dangerous condition and lastly that the negligence of the Claimant was the sole proximate cause of her injuries.

It is well settled that the owner of any premises, where invitees may enter, must keep such premises in a reasonably safe condition. This duty extends to an owner to provide a reasonably safe means of ingress and egress from the premises. ***(Jones v. Granite City Steel Co.*** (1969), 104 Ill. App. 2d 379, 244 N.E.2d 427, 429.) This duty does not make the Respondent an insurer against all types of accidents. Before the Claimant, as an invitee, is able to recover she must show that the premises were in a defective condition; that the defective condition was created by the university as landowner or that a defective condition was in existence for such a period of time **as** to know **of** it and to correct it and that the defective condition caused the injury. ***(Longnecker v. Illinois Power Co.*** (1978), 64 Ill. App. 3d 634,381 N.E.2d 709; Restatement, Second, of Torts, sec. 343.) There is no obligation to protect the invitee against dangers which are known, or which are so obvious and apparent that the invitee may reasonably be expected to discover them. ***Genaust v. Illinois Power Co.*** (1976), 62 Ill. 2d 456,343 N.E.2d 465.

It is also well settled that in order to recover there be a duty to Claimant to protect her against an unreasonable risk of injury. There can be no recovery unless Claimant can prove the university breached a duty owed to her. The question of such a duty, if any, is a question of law to be determined by the Court because such a duty is based on a theory of fault. ***Fancil v. Q.S.E. Foods, Znc.*** (1975), 60 Ill. 2d 552, 328 N.E.2d 538.

The Claimant offered no evidence that showed the

design or the construction of the sidewalk was defective. The defect alleged is the existence of the curb itself without what Claimant perceives to be adequate warning of its existence. The testimony of Mr. James Trail showed that neither the university nor the cities of Champaign and Urbana post markings at wheelchair curbs and ramps. The Claimant therefore could not have reasonably anticipated that the curb from which she fell would be marked.

In ***Sepsey v. Archer Daniels Midland Co.*** (1981), 97 Ill. App. 3d 867, 423 N.E.2d 942, the Court held that a visitor is responsible to see any open and obvious area and thus is expected to discover them. Thus the landowner is not required to give precautions or warnings where such dangers are evident in order to exercise the duty of reasonable care towards invitees.

In the instant case, even if the drop from the curb to the drive was characterized as a danger, it would be of such an obvious nature that no warning by the university would be necessary.

In ***Storen v. City of Chicago*** (1940), 373 Ill. 530, the Court stated that a municipal corporation is not bound to keep its streets and sidewalks absolutely safe for persons passing over any part of them; rather its duty is to exercise ordinary care to keep them reasonably safe for persons who exercise ordinary care.

The university has exercised the necessary degree of care. The testimony shows that the mercury vapor street lights at the scene of the accident were working on the night in question. Claimant stated in a deposition that on the night of the accident the area in question was "light."

In this case the curb and sidewalk were not

defective. The surface of both the sidewalk and service drive were smooth and flat. The lighting was adequate. Photographs introduced into evidence support this finding. There were no defects or obstructions on the sidewalk or service drive. The existence of curbs on sidewalks is common knowledge to all and should have been known to Claimant. The presence or absence of a curb is not a defect in and of itself. ***(Storen*** v. ***City of Chicago, supra.)*** There was no evidence offered or claimed that there was a design defect in the sidewalk area. There were no cracks **or** obstructions on the sidewalk. See also, ***McKinley*** v. ***City of Chicago*** (1939), 299 Ill. App. 58.

From an analysis of all the evidence, we conclude that the university had no duty to warn the Claimant of the presence of a curb. There **is no** proof that the curb area was an unreasonable risk of harm to Claimant. There is no evidence presented to cause the Respondent to anticipate all possible accidents. The Respondent exercised reasonable care under the facts of this case. The fact that the Claimant was unfamiliar with the exact area is not persuasive. She was travelling at a normal pace when she fell. While her injuries were unfortunate, the law does not impose the duty of being an insurer upon the Respondent.

Because there was no breach of any duty to the Claimant, it is unnecessary to discuss whether or not she was contributorily negligent. In the absence of any negligence by the Respondent, the Claimant is barred from any recovery.

The claim of Lynn Mullen, now known as Lynn Mullen Hurst, is hereby denied.

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(No. 77-CC-1524—Claim denied.)

EDWIN W. DUNTEMAN, JR., Claimant, *v.* THE STATE OF ILLINOIS, Respondent.

*Opinion filed June 5, 1985.*

*Order on motion for reconsideration filed August 16, 1985.*

BAKER & BELLATTI, for Claimant.

NEIL F. HARTIGAN, Attorney General (SUE MUELLER, Assistant Attorney General, of counsel), for Respondent.

CONTRACTS—*one dealing with agent of the State must ascertain agent's authority.* In dealing with an agent of the State, one must ascertain at his peril the authority of the agent, and the mere assertions of the agent are not sufficient to bind the State.

SAME—*lease of farmland—oral extensions—claim denied.* An award for damages based on the breach of an oral extension of a written lease was denied, even though the Claimant and the Illinois Department of Corrections had orally extended the farm lease in the past, where the Claimant knew that the agent of the State did not have the authority to bind the State, and the Claimant failed to mitigate his damages by continuing to participate in the bidding process established by the State.

MONTANA, C.J

Claimant, Edwin W. Dunteman, Jr., brings this claim for alleged breach of contract by the State. The contract in question is the alleged lease of a certain tract of farmland located at the Illinois Youth Center, St. Charles, Illinois, owned by the Illinois Department of Corrections.

The relationship between the Claimant and the State began in March of 1970 when the Claimant signed a lease with the Department of Corrections for the farmland. The lease provided that the Claimant would farm the land and pay a certain amount to the Department of Corrections. This lease was extended until December 19, 1971, by a written agreement of both parties. The same practice was followed in 1972, when

the lease was extended to December 31, 1972. Thereafter, however, the leasing arrangements between the State of Illinois and Claimant became informal, and the previous written formalities were not followed.

According to the Claimant, in order to farm the land in question profitably, the land must be prepared for farming during the fall so that it may be harvested in July of the following year. For example, preparation for the crop that would be harvested in July of 1973 would be accomplished by the farmer in the fall of 1972. This immediately presents a problem for the farmer, since the lease agreements normally run from January 1 to December 1. The farmer is therefore placed in the undesirable position of having to prepare the ground for planting in the fall of the year despite the fact that his lease will end before the crop is harvested the following year. Such a situation gave rise to this claim.

In order to solve this dilemma, the Claimant routinely entered into oral negotiations with Victor Lenkaitis, the farm manager for the Illinois Department of Corrections at the St. Charles facility. According to the Claimant, he and Mr. Lenkaitis would begin conversations sometime after the harvest every year to determine whether the Claimant's lease was to be renewed and whether it was permissible for him to begin planting for next year. Mr. Lenkaitis would then contact his superiors and notify Claimant after a decision had been made.

The Claimant testified that this was the procedure followed in 1972 and that he farmed the land under an oral agreement to renew the contract through the end of 1973. He further states that the same procedure was followed in 1973 to allow him to farm the land for the

1974 harvest. The State has produced no evidence to dispute this.

The parties began using written contracts again in 1975. The evidence shows that in June of 1975 the State of Illinois, through the Department of General Services, entered into a written contract with the Claimant for the lease of the land in question retroactive to January 1, 1975, and effective through December 31,1976.

After the harvest in 1976, the same problem arose that had occurred in previous years. The Claimant was once again left in the position of having to decide whether to begin preparing the ground in the fall of 1976 for the harvest in 1977, given the fact that his lease expired on December 31,1976.

The Claimant states that at this point he did the same thing which he did every year—that is, he contacted Mr. Lenkaitis and asked whether he should go ahead with the planting. The Claimant states that Mr. Lenkaitis told him to proceed and that the documents would follow later. Mr. Lenkaitis, on the other hand, testified that when he contacted his superiors in 1976 concerning the lease for the year 1977 he could not get a definite answer and he informed the Claimant of that fact. He also told the Claimant that based on past practices "we would plan to continue it as we had been unless we heard differently." Mr. Lenkaitis then testified that he observed the Claimant preparing the field for planting in the same manner that he had every other year. When asked whether he had done anything to stop the Claimant from planting, Mr. Lenkaitis testified that he had not. When asked whether he had instructed the Claimant ***to*** begin planting Mr. Lenkaitis testified that he had not. When asked if he had the authority to enter into

a lease with the Claimant for this property, Mr. Lenkaitis testified that he did not have that authority.

Both the Claimant and Mr. Lenkaitis agreed that they heard nothing further concerning the renewal of the lease until December of **1976.** At that time Mr. Bietsch from the Department of General Services contacted the Claimant and informed him that there would be a change in procedures and that the land in question would be leased by a bidding procedure effective January **1, 1977.** The Claimant testified that this was the first time he had heard about the bidding procedure and that he immediately protested, but to no avail.

In January of **1977** bids were submitted to the Department of General Services by several farmers in accordance with bidding instructions issued by the Department of General Services. Instruction No. 5 stated "the State of Illinois Department of General Services reserves the right to reject any or all bids."

Despite his protest that the entire procedure was improper and unfair, the Claimant decided that it would be in his best interest to enter into the bidding. The Claimant therefore submitted a bid to the Department of General Services along with several other farmers, and these bids were duly opened on January **17, 1977.** The Claimant was the high bidder with **a** bid of **61.2** bushels per acre. There were three other bids, of **43.6** bushels per acre, **32** bushels per acre, and **22** bushels per acre, respectively. The Claimant states that after he was informed that he was the highest bidder but before the formal agreement was signed with the Department of General Services, he purchased the seed and chemicals necessary for planting the crop. On February **4,1977,** the Claimant was advised by the State by letter that all bids

were being rejected and the farmland in question would be rebid. The Claimant and his attorneys immediately protested to the Department of General Services and the Governor. In his protest the Claimant stated that he felt that it was unfair to make him bid against himself and that he would not participate in the second bidding. In keeping with this position, the Claimant did not submit a second bid, and the lease was awarded to another farmer who submitted a bid of **46.0** bushels per acre. The Claimant then brought this action against the State of Illinois for breach of contract.

It is the opinion of the Court that this claim should be denied because there was no valid contract between the Claimant and the State. The Claimant bases his contract claim on the oral representations of Mr. Lenkaitis from the Illinois Department of Corrections. That reliance is misplaced. It is a well settled principle of law that in dealing with an agent of the State one must ascertain at his peril the authority of the agent, and the mere assertions of the agent are not sufficient to bind the State. ***(Midwest Truck Sales & Auto Disposal v. State*** (1979), ***33*** Ill. Ct. Cl. 82.) The testimony in this case clearly indicates that not only did Mr. Lenkaitis not have the authority to bind the State of Illinois but also that the Claimant knew that Mr. Lenkaitis did not have the authority to bind the State of Illinois, since Mr. Lenkaitis always had to check with his superiors before relaying any commitment to the Claimant. Furthermore, the Claimant was aware of the formal requirements of the State when it came to lease agreements, since he had entered into several written lease agreements in the past. While it is true that the Claimant had entered into oral lease extensions in the past, the Claimant knew that there was confusion surrounding this lease contract in question and proceeded at his own peril.

Furthermore, even if there were a valid contract, the Claimant failed to mitigate his damages, as is his duty by law. The law is clear that a Claimant must do all in his power to mitigate his damages. ***(Sullivan v. State*** (1967), 26 Ill. Ct. Cl. 117; ***Slaughter v. State*** (1979), ***33*** Ill. Ct. Cl. **174.)** In this instance the Claimant could have mitigated all of his damages by simply refiling his original bid to lease the property. Claimant's argument that to submit a second bid in this case would have been to bid against himself is not a proper defense. Under the terms of the original 1977 bidding instructions, the State was entitled to reject any and all bids. Until such time as the State formally accepted the Claimant's bid and entered into a contract with him, no contract existed between the State and the Claimant. The State had no duty to accept the Claimant's original bid, nor did the Claimant acquire any rights by virtue of his original bid. Thus, any relationship that could have arisen by virtue of Lenkaitis' representations to Claimant was voided by Claimant's failure to make all reasonable efforts to mitigate his damages. The Claimant's failure to perform the simple act of resubmitting a bid which had already been prepared was an unreasonable refusal to mitigate his damages.

Accordingly, this claim **is** denied.

ORDER ON MOTION FOR RECONSIDERATION

MONTANA, C.J.

This cause coming to be heard on Claimant's motion for reconsideration, all parties having been given notice and the Court being fully advised in the premises;

It is hereby ordered:

That Claimant's motion for reconsideration is denied.

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(Nos. 77-CC-1644, 78-CC-1995 cons.—Claimants awarded $152,773.75.)

**SANSHERMA BAHN** and **MILLICENT SYSTEMS, INC.,** Claimants, *v.* **THE STATE OF ILLINOIS,** Respondent.

***Opinion filed September* 23, 1985.**

WILLIAM T. HUYCK, for Claimants.

NEIL F. HARTIGAN, Attorney General (KATHLEEN O'BRIEN, Assistant Attorney General, of counsel), for Respondent.

CONTRACTS—*interest—action based on contract.* Interest against the State will not be imposed in the absence of an affirmative statutory provision.

***SAME—consulting work in computerizing State agency—termination of contract—claim allowed.*** An award was allowed to the Claimant for the full amount under a contract with the State to computerize the Bureau of Employment Security, reduced only by the cost of completion of the work, where the contract was terminated by the State through no fault of the Claimant, but the claim for interest, costs, and attorney fees was denied, because there was no statutory provision for such relief against the State.

RAUCCI, J.

These cases, which we have consolidated for the purpose of this opinion, are' founded in contracts between the corporate Claimant and the Respondent.

Millicent Systems, Inc. ("Millicent") is owned solely by Sansherma Bahn ("Bahn"). Bahn, however, does not have any individual claim and he is dismissed from this action.

The primary claim **(78-CC-1995)** involves a contract for consulting work in computerizing the contributions

section of the Bureau of Employment Security (BES). The basic premise of this contract was that a federally-funded group in Louisiana (UISDC) had developed a computerized system of collecting employer taxes which it would modify for use in Illinois. The Federal government suggested that Federal funds would be available if Illinois would use the Louisiana system which was a Federal government project, set up as a model which other States were to use. The Illinois contractor was to convert the system from one computer system (CICS) to another (IMS) and help install the system at BES.

Work on the contract was frustrated from the very beginning by the failure of the Louisiana group to provide the materials and manpower it had promised. After a great deal of effort had been expended, the State realized that it would have to change the scope of the project so as to develop its own system from scratch. Work on the contract **was** stopped, and the reformulated contract was rebid, being awarded to another firm. No notice of termination was given to the Claimant, Millicent Systems. Millicent is seeking damages for breach, consisting of the agreed contract price, less the costs of completion or the sum of $143,638.

Consolidated with the primary claim **is** a claim under a contract for keypunching work on an hourly basis, for $9,135.75 (77-CC-1644).

Claimants also ask for prejudgment interest, attorney fees and costs.

Respondent offered no testimony or other evidence to rebut the Claimants' claims or calculation of damages. Respondent only contests the claim for interest, attorney fees and costs. The Respondent had agreed to a

settlement of the claim which was not approved by the Court. These claims were on a general continuance because of a companion matter that was pending in the U.S. District Court for the Northern District of Illinois.

The primary contract involved the installation of a computer system in the contributions section of the Bureau of Employment Security (BES) of the Illinois Department of Labor. It was the function of this section to assess and collect unemployment taxes from employers. The project, itself, consisted of taking a system which was developed on different machinery, different hardware, in what they call CICS, and to have it rewritten into an (MS) data base format, which is what the State of Illinois uses.

From the unrebutted testimony and evidence adduced by Claimants, the Claimants have proved these claims in the amounts sought.

Claimant seeks prejudgment interest on its claims. Such interest is barred by ***Coach Corporation of Freeport v. State*** (1949), 18 Ill. Ct. Cl. 156. Additionally, our supreme court has held that interest against the sovereign will not be imposed in the absence of an affirmative statutory provision. ***(City of Springfield v. Allphin*** (1980), 82 Ill. 2d 571, 578, 413 N.E.2d 394, 397.) Similarly, Claimant's request for costs must fail. ***Department of Revenue v. Appellate Court*** (1977), 67 Ill. 2d 392,396,367 N.E.2d 1302,1304.

Claimant also seeks attorney fees and expenses because of "denials, made without reasonable cause and found to be untrue" pursuant to section 2—611 of the Code of Civil Procedure (Ill. Rev. Stat., ch. 110, par. 2—611). That section does apply to the State, but the denials complained of arise because of our Rule 10, which

provides for a general denial in all cases. Respondent cannot be characterized as being "unreasonable" in its "denial" when the record reflects that the Respondent stipulated to an award which we did not approve.

It is therefore ordered that Claimant, Millicent Systems, Inc., is awarded $143,638.00 in full and complete satisfaction of the claim in case No. 78-CC-1995, and Claimant Millicent Systems, Inc., is awarded $9,135.75 in full and complete satisfaction of the claim in case No. 77-CC-1644.

It is further ordered that Claimant Sansherma Bahn is dismissed, with prejudice, as a party.

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*(No.* 77-CC-2248—Claimant awarded $3,273.88.)

DOUGLAS PRICE, Claimant, *v.* THE STATE OF ILLINOIS, Respondent.

***Opinion filed September 20,1985.***

ROBERT J. LEON, for Claimant.

NEIL F. HARTIGAN, Attorney General (ROBERT SKLAMBERG, Assistant Attorney General, of counsel), for Respondent.

NEGLIGENCE—*reduction of speed when approaching intersection.* The driver of a vehicle has a duty to reduce his speed when approaching an intersection, even if the speed does not exceed the speed limit.

***SAME—intersections—reduction of speed—control of vehicle.*** A Claimant, whose vehicle collided with a bus driven by a State employee at an intersection, was under a duty to decrease his speed as he approached the intersection, and to keep his vehicle under such control that he could have stopped it without striking the school bus.

SAME—*intersections—right-of-way.* A driver proceeding through an intersection with the green light must yield the right-of-way to other vehicles lawfully in the intersection, and must drive as a prudent person would to avoid a collision when danger is discovered or could be discovered by the exercise of reasonable care.

***SAME—motor vehicle accident—intersection—reduction for comparative negligence—claim allowed.*** An award was granted to the Claimant for property damage to his vehicle which collided with a bus driven by a State employee at an intersection that he entered on a green light, but the award was reduced by **50%** based on the Claimant's negligence, which contributed to accident, in not reducing his speed and keeping his vehicle under such control that he could have avoided the collision.

RAUCCI, J.

This case arose from an accident which occurred on April 18, 1977, on Sauk Trail at its intersection with Richton Road in Richton Park, Cook County, Illinois. Claimant Douglas Price was driving a 1975 Dodge Club Cab pickup truck westbound on Sauk Trail. Respondent Governor's State University owned an International Harvester school bus which was being operated by Patricia O'Connor eastbound on Sauk Trail.

O'Connor was proceeding eastbound and drove into the left-turn-only lane on Sauk Trail in order to make a left turn northbound on to Richton Road. The light was green and she pulled into the intersection. When the light turned yellow, she first spotted the Claimant, who was approximately 100 feet west of the intersection. She estimated Claimant's speed to be **35** m.p.h. at that point.

O'Connor noticed that two cars had already stopped in the south lane of westbound traffic facing her. She noticed that Claimant, now approximately 50 to 60 feet away, appeared to be slowing and she stopped momentarily to see if he'd stop. The light changed to red and O'Connor attempted to complete her turn. At this point the collision occurred.

Claimant testified that he was traveling 35 m.p.h. immediately prior to the accident. However, he claims that he reduced his speed to 25 m.p.h. when he entered the intersection. The posted speed limit for Sauk Trail at the accident location is 30 m.p.h. Claimant stated that the light for him was yellow at the time of the accident. Claimant testified that there was another school bus situated in the eastbound left-turn lane of Sauk Trail which obstructed his view of traffic in the intersection from the time he was at the crest of the hill to the point of the accident.

The testimony regarding Claimant's speed at the time of the accident is conflicting. Speed, therefore, has become a question of fact for this Court to consider. Claimant, Price, on direct examination, testified at trial that he was traveling 35 miles per hour immediately prior to the accident, but that he reduced his speed to 25 miles per hour when he entered the intersection. The speed limit applicable to the subject portion of Sauk Trail was 30 m.p.h.

On cross-examination the Claimant stated the following:

"Q. **Now, at time as you were approaching the intersection, did you increase or decrease or stay at the same speed?**
**A. I was at a steady, even speed.**
Q. **You never reduced your speed prior to reaching the intersection?**
**A.** No."

The weight of the evidence refutes Claimant's assertions as to his speed and reveals that he was traveling in excess of the speed limit at the time of the accident.

Patricia O'Connor estimated Claimant's speed to be 35 m.p.h. when she first spotted him at the crest of the hill approximately 100 feet' away from her. She

attempted to complete her turn only after the two westbound cars, already at the intersection, had stopped and the Claimant's vehicle appeared to be slowing. When the light changed to red, she attempted to complete her turn.

The Illinois Motor Vehicle Code, section 11-601, states in pertinent part:

"The fact that the speed of a vehicle does not exceed the applicable maximum speed limits does not relieve the driver from the duty to decrease speed when approaching and crossing an intersection . . ." Ill. Rev. Stat. 1983, ch. 95½, par. 11—601(a).

Claimant had a duty to reduce his speed because he was approaching an intersection. In the case of *Kocour* v. ***Mills*** (1959), 23 Ill. App. 2d 305, 156 N.E.2d 241, a motorist is,

"under a duty to anticipate that the stop light (controlling traffic at the intersection) might change. . . . He (defendant) should have had his automobile under such control that he could have stopped it without running into other traffic lawfully upon the highway and lawfully stopped at the intersection." (Supra, 311). See also, Landess *v. Mahler* (1938), 295 Ill. App. 489, 15 N.E.2d 13.

In the instant case, Claimant had a duty to anticipate that the light might change. Although there is some discrepancy over whether the light was red or yellow at the time of the collision, the light did, in fact, change. Further, Claimant admitted that his view of traffic in the intersection was entirely obstructed as he approached. It is apparent that Claimant was under a duty to decrease his speed as he approached the intersection and to keep his vehicle under such control that he could have stopped it without striking the school bus.

In ***Lode*** v. *Mercano* (1979), 77 Ill. App. 3d 150, 395 N.E.2d 1014, the court stated:

"The duty of a driver at the intersection controlled by traffic control signals has been codified in section 11—306 of the Illinois Vehicle Code. Vehicular traffic facing a green light may proceed through the intersection but ***must yield the right-of-way to other vehicles*** and pedestrians ***lawfully within the intersection.*** . . . A motorist's right of way is not absolute. He must drive, as a prudent person would, to avoid a collision when danger is discovered or should have been discovered by the exercise of reasonable care." (Emphasis added.) 77 Ill. App. 3d 150, 154. See also ***Prignano v. Mastro*** (1965), 61 Ill. App. 2d 65,209 N.E.2d 12.

The matter was also addressed in *DePaepe* v. ***Walter*** **(1979), 68** Ill. App. **3d 757,386** N.E.2d **875:**

"Even if it be presumed for sake of argument that plaintiff entered the intersection on a green light and defendant went through a red light, the question of liability remained to be decided by the jury.

A driver cannot rely blindly on a green light. (Citing ***Prignano.)*** A green light does not give an absolute right to enter an intersection without maintaining a proper lookout and does not prevent a finding of negligence against a driver." 68 Ill. App. 3d 757, 760.

O'Connor was not available to testify at the hearing in this cause, but her prior discovery deposition of August **11, 1978,** was admitted into evidence without objection.

The deposition of O'Connor clearly supports the fact that she observed Claimant's vehicle approaching approximately **100** feet prior to the intersection. When the traffic control light changed from green to yellow, she

". . . stopped momentarily to see if Price was going to stop. He appeared to be slowing and I continued on and he sped up at the same point I hit the gas . . .

In ***Brostoff v. Maida*** **(1977), 45** Ill. App. **3d 871,360** N.E.2d **568,** the court stated:

"Motorists who have a green light may assume the intersecting traffic will stop. ***(Yehnich v. Capalorgo*** (1962), ***38*** Ill. App. 2d 199, 186 N.E.2d 777.) Although the right-of-way is given to the motorists having the green light, plaintiffs correctly point out that the preferred motorist is not excused from acting with reasonable care."

O'Connor also had the duty to maintain a proper lookout, and the failure to do ***so*** may constitute

negligence even where she had the right-of-way over another motorist with whom she might collide. As such, the question of negligence and proximate cause of the accident is properly a question for the finder of fact.

The weight of the evidence supports the conclusion that both drivers were negligent for failing to exercise reasonable caution and care while in the intersection.

The Claimant sought damages in the amount of **$15,000.00,** but the testimony adduced by Claimant established that the out-of-pocket damages were **$9,547.76.** The damages are premised on the total loss of the **1975** Dodge pickup truck. Although the Claimant did not deduct any amounts for the 1½ years of depreciation on the **1975** Dodge pickup, this Court finds that the amount of $3,000.00 is a fair and reasonable deduction for 1½ years of depreciation.

In conclusion, this Court finds that the driver of the bus was negligent and that the Claimant was 50% contributorily negligent. The Court further finds and enters its award to the Claimant in the amount of $3,273.88, being the sum of one-half of the $6,547.76 depreciated value of the **1975** Dodge pickup truck.

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**(No. 78-CC-0633—Claimant awarded $23,289.76.)**

MOONEY CONSTRUCTION COMPANY, Claimant, *v.* THE STATE OF ILLINOIS, DEPARTMENT OF TRANSPORTATION, Respondent.

Opinion filed April **7, 1986.**

**MAUREEN J. MCGANN-RYAN, LTD.,** for Claimant.

**NEIL F. HARTIGAN,** Attorney General **(ERIN** O'CONNELL, Assistant Attorney General, of counsel), for Respondent.

CONTRACTS—*bridge* repair *contract—claim* for extra flagmen granted. In an action by a contractor to recover for extra flagmen used in performing a contract for bridge deck repair on a 'State highway, the contractor was granted an award representing the cost of employment of the extra flagmen, since the evidence established that the parties entered into a preconstruction agreement modifying the standards as to how many flagmen would be required, but the State still required Claimant to keep dozens of extra flagmen who were not necessary under the modified standards.

**HOLDERMAN,** J.

On June **9, 1971,** Claimant Mooney Construction Company entered into a contract with Respondent, Illinois Department of Transportation, for bridge deck repair work of some **46** miles of bridges on Route **74** in Champaign and Vermilion Counties, commonly known **as** contract No. **32636.** There were approximately seven miles of highway on which the work was to be performed and there were several separate worksites contained within this seven-mile stretch.

In June of **1977,** an agreement was reached by and between the parties under which the terms of the original contract No. **32636** were allegedly altered at the suggestion of Claimant.

Claimant seeks damages for costs incurred in the employment of extra flagmen which were ordered by Respondent in the amount of $23,289.76, plus interest.

Claimant's position is that the original contract was altered by the agreement of June **1977.** The State relies on the standard specification for road and bridge construction and standard **2316-4** regarding the use of flagmen.

It is conceded that Claimant has performed all work contained in the contract and that it was satisfactory and acceptable, the only'dispute being who should pay for the extra flagmen.

In the seven-mile stretch of highway on which the work was to be done, there were to be two flagmen when the lane is tapered off by barricades. One flagman is to be positioned at the beginning of the taper and one at the peak of the taper. There were approximately 25 locations along this seven-mile stretch and the dispute for this claim arose when Respondent ordered Claimant to place two flagmen at each of the locations. The evidence shows that the Department of Transportation allowed a variation to the **2316** standard which provided for traffic control at each work area by allowing the contractor to barricade a seven-mile, one-lane closure. The purpose of this variation was to provide one open stretch for the travelling public, thereby requiring only one closure instead of multiple closures. This reduced the number of flagmen required since they were only needed at one closure instead of several closures.

The record clearly indicates that at a preconstruction conference for this job, it was agreed by and between Claimant and Respondent that standard **2316-4** would be lengthened for approximately seven miles, the entire length of the project. The requirement, therefore, of separate setups of standard **2316-4** was waived by Respondent and thus only one taper was required pursuant to the agreement.

The agreement regarding the lengthening of standard **2316-4** was based upon a proposal made by Claimant. Barry Rinehart, a permit engineer with the Department of Transportation, testified that Claimant's proposal was accepted.

The issue is whether the agreed modification of standard **2316-4** also modified the definition of "work area" as it relates to the contract. Based on the testimony

of Claimant and Barry Rinehart, there is no question that the preconstruction modification to reduce several tapers to one taper, resulting in one operation or lane restriction, necessarily modified the definition of "work area." As such, the entire seven-mile stretch constituted one work area requiring only two flagmen, pursuant to standard 2316-4.

It is undisputed that Respondent required Claimant to provide additional flagmen. Article 104.03(b) provides, in part, as follows:

**"Extra work which is not included in the contract as pay items at unit prices and is not included in other items of the contract shall be paid for as specified in Article 109.04."**

Claimant, in the regular course of his business, sent invoices to Respondent during the year 1977 for dozens of extra flagmen which Respondent required Claimant to provide on the job site. The statements were admitted into evidence.

Based on the foregoing, the Court finds that the contract (standard 2316-4) was modified by the parties causing the entire seven-mile stretch of roadway to have one taper at the beginning and one taper at the end. As the result of this modification, the entire seven-mile stretch constituted one work area because one operation or lane restriction eliminated the necessity for separate work areas. Thus, the Court finds the extra flagmen were not required by the contract as modified and that Claimant complied with the contractual provisions regarding "extras." The Court further finds no basis in law to award interest on the amount due Claimant.

Award is hereby entered in favor of Claimant in the amount of $23,289.76, which represents the cost of

employment of the extra flagmen which the Court finds were not necessary.

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(No. 78-CC-0892—Claimant awarded $3,000.00.)

**MICHAEL BAUER, Claimant, *v.* THE STATE OF ILLINOIS, Respondent.**

***Opinion filed September 20, 1985.***

HEYL, ROYSTER, VOELKER & ALLEN (JOHN A. ESS, of counsel), for Claimant.

NEIL F. HARTIGAN, Attorney General (SUE MUELLER, Assistant Attorney General, of counsel), for Respondent.

***NEGLIGENCE—Owner's duty to invitee.*** A person who is on the premises of another by invitation, express or implied, of the owner, has the legal status of an invitee, and a business owner's duty to a customer, as an invitee, is to exercise reasonable care to discover defects or dangerous conditions on the premises, and a business owner is liable for injuries resulting from a condition which he could have discovered in the exercise of reasonable care.

***STATE* PARKS AND RECREATION *AREAS—state's duty to maintain fairgrounds.*** The State is obligated to use ordinary or reasonable care in maintaining fairgrounds in a safe condition.

SAME—*fall* ***from swing—State fairgrounds-award granted.*** Claimant was granted an award for the injuries he sustained when he fell to the ground after a swing at the State fairgrounds broke, since the evidence established that he was using the swing in a safe manner and the State was negligent in failing to exercise reasonable care to properly and adequately inspect, maintain and repair the swing, notwithstanding the size of the fairgrounds facility.

RAUCCI, J.

On July 31, 1977, the Claimant was upon the premises of the Illinois State fairgrounds in Springfield, Illinois, in a playground area with his wife and two minor children. The Claimant used a swing and, while doing so, the seat broke loose, causing him to fall to the ground. The swing had a wide strap rubber type seat

and was connected to a bracket with rivets which, in turn, were connected to chains suspending the seat. The swing broke where the strap was connected to the bracket. The accident occurred while the Claimant was swinging in a 60-degree arc, front to back. There were no signs, notices or warnings present concerning the swings, playground or use of equipment and one swing of a similar size had already been broken.

When the swing broke, the Claimant fell to the ground, injuring both hands and both ankles; the left ankle being fractured in the fall. He was treated with medication and casting of the ankle.

The equipment was owned and maintained by the State under the charge of Willard Reside who was carpenter foreman. Mr. Reside testified that the equipment was inspected about twice yearly and the last inspection prior to the date of this accident was probably during the month of May, but could have been during the month of April. No records were available regarding any inspections or repairs done. The swings were adult size, there were smaller swings, and no signs were posted concerning use of swings.

On prior occasions, several swings had broken at the same place as Claimant's accident.

This Court has previously stated the standard of care required of the State. In ***Bugle v. State*** (1967), 26 Ill. Ct. Cl. 173, another State fairgrounds injury case, we stated:

**"A person who is on the premises of another by invitation, express or implied, of the owner, has the legal status of an invitee. A business owner's duty to a customer, as an invitee, is to exercise reasonable care to discover defects or dangerous conditions on the premises, and a business owner is liable for injuries resulting from a condition, which he could have discovered in the exercise of reasonable care."**

And, in ***Kenny v. State*** (1956), 22 Ill. Ct. Cl. 247, we

held that the State "was obliged to use ordinary or reasonable care" in keeping the fairgrounds safe. On this record before us we find that the State did not use ordinary and reasonable care.

The State's reliance on Judge Holderman's opinion in *Claycomb* ***v. State*** (1981), **35** Ill. Gt. Cl. **200,** is misplaced. In *Claycomb*, the injured party, a 14-year-old boy, had been "popping" the swing and jumping aut of it. Additionally, the swing had been inspected nine days earlier. Here, the Claimant was using the swing in a manner consistent with safe practice, and the inspection was three to four-months earlier.

It **is** the Court's **opinion** that the State **was** negligent in failing to exercise reasonable care to properly and adequately inspect, maintain and repair the swing equipment. The evidence established that at various times there were broken swings, and the State cannot ignore their existence or excuse it based upon the size of a facility.

Claimant suffered damages in the amount of $266.10 for medical treatment. Additionally, he lost 10 days work which equals $608.00 in wages. Therefore, his total loss amounts to $874.10.

At the time of the hearing, Claimant still experienced pain at various times from his injuries. Additionally, he encountered difficulty in running and jogging. The State did not contest these representations.

It is therefore ordered that Claimant is awarded three thousand and 00/100 dollars ($3,000.00) in full and complete satisfaction of this claim,

(No. 78-CC-0949—Claimants awarded $900.00.)

DAVID BATZER and STATE FARM MUTUAL AUTOMOBILE INSURANCE COMPANY, Claimants, *v.* THE STATE OF ILLINOIS, Respondent.

*Opinion filed November* 27,1985.

COSTIGAN & WOLLRAB, for Claimants.

NEIL F. HARTIGAN, Attorney General (G. MICHAEL TAYLOR, Assistant Attorney General, of counsel), for Respondent.

STIPULATIONS—*intersection collision—awarded granted.* **Based on the joint stipulation of the parties, the Claimant was granted an award in full satisfaction of his complaint arising from a collision at a highway intersection where the responsibility for the traffic controls and maintenance of the roadway were vested in the State.**

POCH, J.

This cause coming to be heard upon the joint stipulation of the Claimant and the Respondent, due notice having been given, and the Court being fully advised in the premises, finds as follows:

The parties have filed with this Court a joint stipulation which provides, in pertinent part, as follows:

1. That on the 29th day of May 1977, Claimant, David Batzer was the owner of a 1970 Oldsmobile station wagon automobile which he was driving in a northerly direction on U.S. Highway 66-55 in McLean County, Illinois, at the intersection of said highway with U.S. Highway 136.

2. That at the intersection of Highways 136 and 66-55 on said date there was a traffic control device controlling access to the intersection by vehicular traffic on either of the two stated highways.

3. That the responsibility for the maintenance of

said highways and said traffic control devices was vested in the State of Illinois.

**4.** That the Claimant, David Batzer, had a collision at the said intersection of **U.S.** Highway **66-55** and U.S. Highway **136.**

**5.** That said accident **has** given rise to this suit before the Court of Claims of the State of Illinois.

**6.** That in the interests of avoiding protracted litigation the Respondent consents to an award in the amount of nine hundred dollars ($900.00) to the Claimant. Consent to this award is not an admission of liability on the part of the Respondent and the Respondent does not admit liability. *Connolly* ***v. State*** (1983), **35** Ill. Ct. Cl. **838.** The Claimant consents to accept said amount in full satisfaction of his claim.

While this Court is not bound by such settlements, the Court has no desire to create controversy where none exists and the terms proposed in the joint stipulation appear to be reasonable and freely entered into.

It is therefore ordered that an award is entered in favor of the Claimant in the amount of nine hundred dollars ($900.00), said award being a full and complete satisfaction of Claimant's complaint.

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(No. 78-CC-0967—Claim dismissed.)

**COUNTY SALES AND SUPPLY *Co.*, Claimant, *v.* THE STATE OF ILLINOIS, Respondent.**

**Opinion filed June 9, 1986.**

SAM WEBER, for Claimant.

NEIL F. HARTIGAN, Attorney General (WILLIAM E. WEBBER, Assistant Attorney General, of counsel), for Respondent.

CONTRACTS—*procedure* for contracts with State. A bidding procedure is required by statute when a contract with the State exceeds $2500, the Purchasing Act requires that such contracts be in writing, and the Mechanics' Liens Act provides a procedure which must be precisely followed when a subcontractor is attempting to perfect a lien against the State.

SAME—*supplier's* direct claim against State denied—no valid contract. A supplier's claim for two air conditioning compressors was dismissed by the Court of Claims, since the evidence established that the supplier was attempting to enforce its claim directly against the State when the supplier in fact dealt with a contractor and had no privity with the State, and the supplier did not follow the procedures for filing a subcontractor's lien against the State.

RAUCCI, J.

An agreed statement of facts was filed and briefs by the parties were then filed.

This is a claim involving replacement of two pairs of air conditioning compressors at a cost of $6,170.16 plus sales tax. This tax accounts for the discrepancy between this amount and the amount being claimed. The original contractor on the project was Triangle Heating Company of Belleville, Illinois, which apparently installed the compressors in May of 1976. However, the superintendent of Triangle, Mr. Mulholland, left the employ of Triangle and became employed by Fritz Plumbing and Heating. At this point the sequence of events becomes confused. The confusion exists as to whether Mr. Mulholland left Triangle before the original replacements were ordered or whether he left between the time of the original replacement being ordered and the second replacement being ordered. In any event, it appears that the State employee involved at Menard Psychiatric Center, preferring to deal directly with Mr. Mulholland, and apparently believing that the

compressors were still under warranty, contacted Mr. Mulholland for both replacements. The State employee's understanding was that there would be no charge. Fritz Plumbing and Heating then ordered at least one of the sets of compressors from County Sales and apparently accepted both sets from them for installation at the institution. Fritz Plumbing and Heating then installed the compressors, after which it developed that there was a dispute by the manufacturer as to whether the original compressors were still under warranty.

While it appears to us that the compressors would have still been under warranty because of the dates on the two invoices relating to the delivery of same from County Sales and Supply, we need not decide that issue.

There was no bidding procedure followed as required by section 6 of the Illinois Purchasing Act (Ill. Rev. Stat. 1977, ch. 127, par. 132.6(5)), for contracts in excess of $2,500.00. Furthermore, as set forth in paragraph 6 of the agreed statement of facts, there was also a failure to place the contract in writing. This failure violated section 10 of the Illinois Purchasing Act. (Ill. Rev. Stat. 1983, ch. 127, par. 132.10.) Finally, the Mechanics' Liens Act provides for a procedure for the filing, by subcontractors, of liens against public funds and the perfecting of said liens. (Ill. Rev. Stat. 1983, ch. 82, par. 23.) At common law, a sovereign enjoyed immunity and there was no mechanism under which subcontractors could perfect a claim against the State. In derogation of the common law, the statute on liens provides for a procedure for the filing of liens and the perfecting thereof, but it must be followed precisely. It was not followed at all in this case.

This is a claim by a supplier who is attempting to enforce payment directly against the State of Illinois,

when in fact he dealt with a contractor (Fritz). There was no valid contract between the State of Illinois and the contractor nor was there any degree of privity between the State of Illinois and the supplier of the items furnished to the contractor.

It is therefore ordered that this claim is dismissed with prejudice.

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(No. 78-CC-1063—Claimants awarded $8,434,875.50.)

**GERTRUDE GENDEL and RUTH LEW, individually, and as representatives of all others similarly situated, Claimants, *v.* THE STATE OF ILLINOIS, Respondent.**

***Opinion filed December 15,1982.***

***Order filed September 9,1983.***

***Opinion filed July 11,1984.***

***Order filed September 12,1985.***

JACOB R. COHEN, for Claimants.

NEIL F. HARTIGAN, Attorney General (ROBERT J. SKLAMBERG and FRANCIS M. DONOVAN, Assistant Attorneys General, of counsel), for Respondent.

PRACTICE AND PROCEDURE—***class action held proper—action seeking reimbursement*** of ***group insurance premiums.*** Claimants' action seeking to recover the amount of premiums they paid for group insurance in contravention of statute was properly before the Court of Claims as a class action, since the questions common to the class predominated, the representative parties fairly and adequately protected the interests of the class, and the class action was an appropriate means of resolving the controversy in view of the small amount due each class member.

CONTRACTS—***statutory obligation*** of ***State to provide group insurance does not create enforceable contractual right.*** The provisions of the State Employees Group Insurance Act of 1971 obligating the State to provide group health and group life insurance coverage does not create an enforceable contractual right on behalf of Claimants, because there was no consideration passing from Claimants to the State in exchange for the promise to provide the coverage.

STATE EMPLOYEES' BACK SALARY CLAIMS—*State pension system benefits do not include contractual right to State's payment of group insurance premiums.* Claimants' contention that they had contractual right to have State pay their group insurance premiums by virtue of their membership in State pension system rejected, since mere fact that legislature defined "annuitant" by reference to provisions of Illinois Pension Code did not manifest intent to tie the State Employees Group Insurance Act of 1971 to the Illinois Pension Code (Ill. Rev. Stat. 1983, ch. 127, par. 523(b)).

JURISDICTION—*jurisdiction of Court* of *Claims upheld.* The Court of Claims had jurisdiction to hear a claim founded on the Director of the Department of Personnel's refusal to pay premiums for Medicare part B coverage for Claimants as required by the State Employees Group Insurance Act of 1971, notwithstanding the State's contention that the violation sounded in tort and that the doctrine of *respondeat superior* applied, since the action arose out of a breach of a statutory obligation to which *respondeat superior* is not applicable, and the Claimants were entitled to the damages sustained by the policy implemented by the director of Personnel.

*INTEREST—When interest may be awarded.* The State of Illinois will not be assessed with the payment of interest on claims granted by the Court of Claims in the absence of an express statutory provision subjecting the State to liability for interest.

*SAME—interest denied—class action award based on State's failure to pay group insurance premiums.* In a class action arising from the State's failure to pay group insurance premiums for certain former State employees, the Court of Claims rejected the Claimants' contention that interest should be awarded on the judgment, based on equitable principles, since the Court of Claims is a court of limited jurisdiction with only those powers granted by statute, and because it has never been granted equitable powers, it lacked the ability to make an award of interest based on equitable principles.

ATTORNEY *FEES—attorney fees held appropriate—class action.* In a class action seeking to recover for the State's violation of a statute requiring the payment of group insurance premiums, an award of attorney fees to the Claimants was appropriate, and the Claimants' attorneys were granted leave to file a petition for such fees which would then be determined and deducted *pro rata* from the total refund found due the Claimants.

**ROE,** C.J.

Claimants, Gertrude Gendel and Ruth Lew, both individually and in a representative capacity on behalf of all others similarly situated, brought this action seeking to recover from the State sums of money paid as and for premiums to enroll in part B of the Medicare program and interest thereon from the date of the entry

of judgment in the proceedings brought heretofore in the circuit court of Cook County.

Claimant, Gertrude Gendel, is an "annuitant" and Claimant, Ruth Lew, is an "employee" as those terms are defined by sections 3(b) and 3(k) respectively of the State Employees Group Insurance Act of 1971 (hereinafter "the Act"). (Ill. Rev. Stat. 1983, ch. 127, par. 523.) Sometime after the Act was enacted by the legislature, the Director of the Department of Personnel (hereinafter "the Director") who was charged with implementing said Act, issued the following directive:

"The State Employees Croup Insurance Act of 1971 REQUIRES THAT, WHEN PERSONS ARE ELIGIBLE FOR MEDICARE, STATE PLAN BENEFITS WILL BE REDUCED BY THE AMOUNT OF MEDICARE BENEFITS. When Claims are submitted for members covered by Medicare, benefits payable under the State Plan are calculated in the normal manner; benefits payable under Medicare are then subtracted from the State Plan benefit amount; and any difference due is paid by the State Plan. The result is that Medicare and Non-Medicare members receive the same net total benefits.

Medicare Part 'B'—(Physician Care)—Everyone 65 years of age and over is eligible for Medicare Part B and the minimum cost is currently $6.30 per month. The State program assumes all eligible persons will enroll in Medicare Part B and pay the premium cost. IF YOU DO NOT ENROLL IN PART B, THE HEALTH INSURANCE CARRIER WILL DEDUCT FROM ANY STATE PLAN BENEFITS ALL AMOUNTS WHICH PART B WOULD HAVE PAID."

In a class action filed in the circuit court of Cook County as ***Gendel v. Jones,*** 76 CH 2420, Claimants contended that the directive cited above violated several provisions of the Act. Claimants sought relief to declare the Director's existing policy violative of section 10(a) of the Act, and to the extent covered individuals would continue making premium payments for Medicare part B coverage, the Director would ,reimburse said individuals for the amounts so paid. Ill. Rev. Stat. 1983, ch. 127, par. 530(a).

The circuit court granted the requested relief on October 19,1976, by an order granting Plaintiffs' motion for summary judgment. The order was stayed pending appeal and enforcement thereof suspended.

The issue on appeal involved an interpretation of two provisions of the Act. Section 10(a) provides in pertinent part:

"The State shall pay the cost of the basic non-contributory group life insurance and group health insurance on each eligible employee and annuitant, and part of each eligible employee's and annuitant's premiums for health insurance coverage for his dependents as provided by Section 9."

Section 6 provides in part:

"The group health insurance program shall be designed by the Director (1) to provide a reasonable relationship between the benefits to be included and the expected distribution of expenses of each such type to be incurred by the covered employees and dependents, and (2) to include reasonable controls, which may include deductible and co-insurance provisions, applicable to some or all of the benefits, or a coordination of benefits provision, to prevent or minimize unnecessary utilization of the various hospital, surgical and medical expenses to be provided and to provide reasonable assurance of stability of the progiam, and (3) to provide benefits to the extent possible to employees throughout the State, wherever located, on an equitable basis.

Where a covered employee or annuitant, or any of their covered dependents, are eligible for benefits under the Federal Medicare health insurance program (Title XVIII of the Social Security Act as added by Public Law 89-97, 89th Congress), benefits paid under the State of Illinois program will be reduced by the amount of benefits paid by Medicare, with premiums adjusted to an amount deemed by the Director to be reasonably consistent with the reduction of benefits."

Plaintiffs argued that to the extent class members were required to pay premiums for insurance coverage while all State employees under 65 years of age received full coverage without cost to themselves, the Director had violated the mandate of section 10(a) of the Act. Defendants asserted that the policy instituted by the Director was within the authority conferred upon him by section 6 of the Act as set forth herein.

The appellate court in its opinion held that the

Director could not effectuate policies in reliance on section 6 which rendered meaningless other provisions of the Act. Hence, the court found that the State was required to pay for the entire insurance coverage, and to the extent the Director's policy required otherwise, that the directive exceeded the authority granted the Director. The court concluded by stating:

"To the extent that the Circuit Court of Cook County determines the rights of the plaintiffs to full coverage without additional cost to themselves, it is affirmed; to the extent it might be construed to purport to enter a monetary judgment against the State of Illinois, it is reversed." *Gendel* v. Jones (1978), 58 Ill. App. 3d 739, 744.

In accordance with the appellate court's decision, Claimants filed this action seeking to recover a monetary judgment against the State in the amount of premiums paid by class members in contravention of the statute.

Initially, we find that this matter is properly before the Court as a class action pursuant to the Code of Civil Procedure (Ill. Rev. Stat. 1983, ch. 110, par. 2—801 *et seq.*) and the Court of Claims Rules 2 and 4. The class, which comprises some 24,000 individuals, is so numerous that joinder is impracticable. There are questions common to the class which predominate over any questions affecting only individuals, *e.g.*, whether Claimants are entitled to recover a monetary award from the State, whether interest is allowable on any such award, etc. The representative parties will fairly and adequately protect the interests of the class as was demonstrated through their able representation in the circuit court proceedings. The class action is an appropriate vehicle for resolving this controversy as the number of Claimants is large while the amount due each is relatively small, thus avoiding the necessity of processing approximately 24,000 separate claims.

Claimants contend that the obligation of the State to

provide group life and group health insurance coverage is contractual in nature and, therefore, failure to provide the same constitutes a breach of contract. We are constrained to find that the Act does not create an enforceable contractual right on behalf of the Claimants. Aside from the other contractual prerequisites of offer and acceptance, we find that there was no consideration passing from Claimants to the State. Claimants have not shown something bargained for and given in exchange for a promise ***(Restatement of Contracts*** section ***75).*** Furthermore, Claimants cite no authority for the proposition that a statute enacted by the legislature creates contractual rights in the beneficiaries thereof.

Claimants rely on ***Syracuse Teachers Association v. Board of Education*** (1973), **345** N.Y.S.2d 239, in support of the proposition that the **Act** provided a fringe benefit which became part of the contract of employment. We find the ***Syracuse Teachers*** case distinguishable from the instant case. In the former, the teachers negotiated a "sick leave bank" provision as part of its contract with the school district. No such negotiations took place in the instant case, nor have Claimants shown the existence of any contract between the State and themselves.

Claimants next contend that annuitants are members of a pension system of the State of Illinois and that membership in the same "shall be an enforceable contractual relationship, the benefits of which shall not be diminished or impaired." Towards that end Claimants assert that the benefits afforded by the Act are benefits of membership in the pension system. The mere fact that the legislature chose to define "annuitant" (Ill. Rev. Stat., ch. **127,** par. 523(b)) by reference to the definitions contained in the Illinois Pension Code does not, of itself, evidence any intent to so tie the two statutes.

We do find that this Court's jurisdiction has been properly invoked pursuant to section 8(a) of the Court of Claims Act (Ill. Rev. Stat., ch. 37, par. 439.8(a)). Thereunder, Claimants have stated a claim against the State founded upon a law of the State, to wit a violation of section 10(a) of the State Employees Group Insurance Act of 1971 as set forth hereinabove. That section of the Act required the State to bear the entire cost of the group life and group health insurance program. To the extent that the Director required individuals to pay premiums for Medicare part B coverage, the appellate court of Illinois held that the Director was acting in excess of his authority.

We find that section 10(a) of the Act imposed a statutory duty upon the State acting through its agents, to wit the Department of Personnel, to pay the **cost** of the specified insurance coverage. By requiring certain individuals to pay the premiums on Medicare part B coverage, the Director, although acting in good faith, violated the provisions of the statute for which plaintiffs are entitled to recover.

Respondent prefaces its arguments by asserting that the violation complained of herein sounds in tort and the doctrine of ***respondeat superior*** is therefore applicable. Along these lines, Respondent contends that the State would only be subject to liability where the individual (agent) who performed the suspect action would himself be liable. In this instance, Respondent argues, that since the Director would be immune from liability based on the immunity granted public officials for discretionary acts in their official capacity, the State should also be immune from liability. Because a public official may enjoy immunity for acts done in official capacity in courts of the judicial system, it does not necessarily follow that the State has similar or derivative

immunity in this Court. Moreover, while the authority to administer the insurance program was granted to the Director, we would be hesitant to find that the actions complained of were "discretionary" with its meaning as a term of art. Respondent's arguments misperceive the purpose underlying the grant of jurisdiction to this Court.

In order to circumvent the harshness of the common law rule regarding the immunity of the sovereign to suits by its citizens, the courts invented the judicial fiction that where the State was acting through one of its agents and the latter acted in excess of his authority, an action could be maintained against the agent although such a suit was not considered to be a suit against the State. (*People v. Kingery* (1938), 369 Ill. 289, 292.) We are not so hampered by the restrictions regarding suits against the sovereign, for the legislature, through statutory enactment, clothed this Court with jurisdiction to entertain such actions. (Ill. Rev. Stat., ch. 37, par. 439.8 *et seq.*) Pursuant to that authority, this Court is empowered to enter monetary judgments against the State and has in fact entered such judgments in the past.

Additionally there have been several recent cases from the Federal courts which bear heavily on the issue. On September 15, 1981, a Federal judge in the U.S. District Court, (N. Dist., E. Div.), entered an order approving settlement of several issues in *Illinois Health Care Association V. Quern,* No. 77 C 1109. That case was a class action by a group of nursing home operators and others against the former Director of the Illinois Department of Public Aid and other State and Federal government officials seeking declaratory and injunctive relief for their failure to make proper reimbursement to the nursing home operators for expenses they incurred for the care of indigent 'patients under the Medicaid

program. Although that court was barred from entering a monetary judgment against the State of Illinois because of sovereign immunity, the State made a multimillion-dollar cash payment to the plaintiffs and agreed to increase its contributions to them for the care of Medicaid patients for several million dollars more to dispose of the issues. At the time of the settlement, several claims by the nursing home operators were pending in this Court. Participation in the settlement by the individual nursing homes was conditioned upon their stipulation to dismiss with prejudice their claims pending in this Court.

In ***Acoffv. State*** (1981), 35 Ill. Ct. C1.364, this Court entered an award in the amount of $466,727.37 for 17,659 Claimants pursuant to a stipulation among the parties in settlement of litigation brought in the U.S. **District Court** entitled ***Carey v. Quern,*** No. 75 C 3908, which resulted in a finding by the Court that the Illinois Department of Public Aid had wrongfully withheld certain general assistance benefits which the Claimants therein had not received and the General Assembly appropriated the funds to pay said award by P.A. 82—738.

In ***Peltz v. State*** (1981), **34** Ill. Ct. C1.284, this Court entered an award for $522,863.83 for 3,811 Claimants under similar circumstances. There the Claimants alleged entitlement to benefits under the aid to aged, blind, and disabled program administered by the Director of the Department of Public Aid. The award arose out of a settlement by the parties of litigation in a **U.S.** District Court case entitled ***Jordan v. Quern,*** No. 70 **C** 10.

In ***Coppotelli v. State*** (1981), ***35*** Ill. Ct. Cl. 328, we awarded $483,020.00 to approximately 280 employees of the Illinois Secretary **of** State's Office. The case arose out

of a settlement of an action filed in the U.S. District Court for the Eastern District (now Southern District) of Illinois. The Claimants therein were female driver examiner aides who unsuccessfully applied for or were available and qualified for the higher position of driver examiner. The suit alleged discrimination by the Secretary of State and certain supervisory personnel in his office against the Claimants because of their sex, in that females were in practice and policy eligible only for positions as aides while males were provided jobs as driver examiners.

There are strong similarities between those cases and the claim at bar. In each of the first three cases cited above a director of a department of the State of Illinois refused to make payments to a class of persons who claimed to be entitled to them under the law. In the last of the cited cases a constitutional officer of the State was alleged to have committed certain acts which were said to have deprived the class of rights to which they were entitled. Litigation in the courts followed. In at least the first three cases the State raised the issue of sovereign immunity. The actions taken by the persons sued were no more or less discretionary than in the case at bar. The courts took jurisdiction on the theory that the suits were not against the State but its officials, who were alleged to have exceeded their authority in refusing to make the payments the plaintiffs sought or violating plaintiffs' rights. The claims were filed in this Court because it was the only tribunal which could enter an award against the State. The State in this case has resisted payment on a theory equally applicable to the above cited claims which it subsequently agreed to pay. And it should be pointed out that those cases were not settled or paid pursuant to the Representation and Indemnification Act (Ill. Rev. Stat., ch. **127,** pars. **1301,** 1302), which

specifically provides for the State's representation and indemnification of its employees in certain instances where suit is brought against them arising out of acts or omissions within the scope of their employment.

We find, notwithstanding Respondent's assertions to the contrary, that this action arises out of a breach of a statutory obligation and does not sound in tort, that the doctrine of ***respondeat superior*** is not applicable, and that the Claimants are entitled *to* recover the damages they sustained stemming from the policy implemented by the Director.

Claimants seek to recover interest from October **19, 1976,** at the rate of **6%.** To the extent that Claimants are seeking an award of interest on a judgment, we hold that no judgment has been heretofore entered upon **which** interest could accrue. The circuit court was without power to enter a monetary judgment against the State as was stated in the appellate court's opinion. Rather, the circuit court entered a prospective order requiring the Director to reimburse individuals who subsequently paid the premium for Medicare part B coverage. In effect, that court restrained the Director from requiring that covered individuals pay the premiums for part B coverage. No monetary judgment was entered upon which interest could accrue.

To the extent that the Claimants are contending that, had the State been a private litigant, the circuit court would have entered judgment against it for damages, and the judgment would have borne interest as provided by statute, consider that we have consistently held that the State of Illinois is not liable for the payment of interest on claims in this Court in the absence of a statute ***expressly*** subjecting it to such liability. ***(Mooney Construction*** Co. *v. State* (1982), *35*

Ill. Ct. Cl. 116; *Caymen Associates Ltd. v. State* (1980), *33* Ill. Ct. Cl. **301;** ***Noltemeier v. State,*** 79-CC-0621.) We do not consider Ill. Rev. Stat., ch. **74,** par. **3,** as having any applicability to proceedings in the Court of Claims as the State is not expressly mentioned therein. Our interpretation is bolstered by the fact that various bills have been introduced in the legislature in recent years to subject the State to the payment of interest on awards made by this Court and none have passed.

Additionally, Claimants contend that this Court has power to award interest based on equitable principles. In support thereof Claimants cite G. ***H. Sternberg & Co. v. Bond*** **(1975), 30** Ill. App. **3d** 874, **333 N.E.2d 261, and** ***Steen v. State,*** 29 Ill. Ct. Cl. 111. Claimants obviously are relying on the language in the second to last paragraph of the ***Sternberg*** case, to wit:

> **"It is clear that the jurisdiction of the Court of Claims is not limited** to **money 'claims,' and that one may pursue remedies in the Court of Claims other than for the recovery** of **a sum of money." (30 Ill. App. 3d 874, 333 N.E.2d 261.)**

Insofar as this language may be construed to mean that the Court of Claims has equitable jurisdiction, such construction is erroneous. It is noteworthy that in seeking relief in this Court following the decision in that case, Sternberg dropped its claim for equitable relief. The cases cited by the appellate court in ***Sternberg,*** in the same paragraph quoted from above, do not lend support to Claimants' position. ***Allen v. State*** (1915), **2** Ill. Ct. Cl. **404** and ***New Era Construction Co. v. State*** (1928), **6** Ill. Ct. Cl. **88** were decided under a different Court of Claims act than is now in effect. The "equity and good conscience" test was abolished by the 1945 Court of Claims Act. (See ***McCay v. State*** (1951), 21 Ill. Ct. Cl. 90.) ***Fuhrer v. State, 22*** Ill. Ct. Cl. **144,** the other case cited in the aforesaid paragraph, is irrelevant to the

issue at bar. The ***Steen*** case, ***supra,*** is also irrelevant as that case dealt with an alleged discrepancy between the size of jury verdicts and awards made by the Court of Claims.

The Court of Claims is a court of limited rather than general jurisdiction. Pursuant to article **13,** section **4** of the **1970** Constitution of Illinois, the Court of Claims has only such jurisdiction as stated in section **8 of** the Court of Claims Act and related statutes. (Ill. Rev. Stat. **1981,** ch. **37,** par. **439.8.)** Nowhere has the Court been granted equitable powers. It cannot even enforce its own subpoenas but must go to a circuit court for enforcement. Therefore, those cases cited by Claimant for the proposition that courts of equity allow interest where justice requires it, ***Duncan*** v. *Dazey* (1925), **318** Ill. **500, 149** N.E. **495, and** *Galler v. Galler* (1975), **61** Ill. 2d **464, 336** N.E.2d **886,** are inapposite. The legislature is well aware of this Court's interpretation of law regarding interest and has failed to pass, despite numerous attempts, authorizations for the Court to award interest on claims of this nature. We are constrained to deny Claimants' claim for interest.

Finally, we turn to Claimants' attorneys' request for an award of fees. In the light of the foregoing, we hold that an award of reasonable attorney fees **is** appropriate. We hereby grant Claimants' attorneys **60** days from the entry of this order to present a petition for attorney fees. Whereafter. we will make a determination as to an appropriate amount, said amount to be deducted ***pro rata*** from the total refund found to be due and owing Claimant class.

Judgment is hereby entered in favor of the Claimants on the issue of liability only in accordance with the above.

ORDER

**ROE,** C.J.

On December **15, 1982,** this Court rendered its opinion in the above entitled matter in which it held that the named Claimants and the members of the class they represent are entitled to recover from the State of Illinois the damages they sustained stemming from the policy of successive directors of the Department of Personnel which required them to enroll in part B of the Medicare program and pay the premiums therefor or have their benefits under the State employees' group health insurance program reduced by the amount of benefits such enrollment would have provided. **It** found that this policy breached the State's statutory obligation to pay the entire cost of the insurance coverage.

To assist the Court in the implementation of its finding of the State's liability, it re-referred the matter to the Hon. Joseph P. Griffin, commissioner. The commissioner has heard the parties and has rendered his report to this Court. The Court, being fully advised in the premises finds:

**1.** The parties have stipulated that

**(a) "It is agreed that if the State is liable in damages for any period, each award shall be in an amount equal to the sum of the Part B Medicare premiums applicable to each month in that period within which the class member was *65* years or older."**

(Stipulation, par. **14.)**

(b) The policy of the successive directors of the Department of Personnel, which the Court found to be a breach of the State's obligation to the members of the class, was in effect during the period commencing January **1,1972,** and ending June **30,1978.**

(Stipulation, par. **3.)**

(c) The federally established premium rates for

Medicare part B coverage for the periods here involved are:

| | |
|---|---|
| July 1971 — June 1972 | 5.60 |
| July 1972 — June 1973 | 5.80, |
| July 1973 | 5.80 |
| August 1973. | 6.10 |
| September 1973 — June 1974 | **6.30** |
| July 1974 — June 1976 | 6.70 |
| July 1976 — June 1977 | 7.20 |
| July 1977 — June 1978 | 7.70 |

(Stipulation, par. 6.)

2. The members of the class who are eligible for an award are all "employees" and "annuitants," as those terms are defined in the State Employees Group Insurance **Act** of **1971,** who were **65** years of age or older on January **1,** 1972, and those who thereafter attained that age prior to July 1, 1978.

3. Each eligible member of the class is entitled to an award equal to the sum of the part **B** Medicare premiums applicable to each month during which he or she was covered by the Illinois employees' group health insurance program within the period commencing on January 1, 1972, and ending on June **30, 1978,** within which the member was 65 years of age or older, reduced by the ***pro rata*** share of attorney fees attributable to the award based upon the Court's estimate of the total entitlement of all eligible members of the class.

4. It is the obligation of the Respondent to give each eligible member **of** the class personal notice of his or her rights under the opinion of this Court, and to take all reasonable steps to disseminate such information to those whose identity is unknown after a search of the relevant records of its departments, agencies, boards,

commissions, universities and retirement systems, by publication of notice in appropriate news media.

It is therefore ordered:

**1.** Based upon the information in its records and that available to it from all other sources; the Department of Central Management Services shall mail to each eligible class member, or if the member has died, to such member's beneficiary, a notice and a statement of entitlement in the form attached to this order and made a part hereof, within 120 days of the entry of this order.

2. An award shall be entered in favor of each eligible class member in the amount stated in his or her statement of entitlement, less attorney fees, unless the member has objected thereto or requested exclusion within the time and in the manner set forth in the notice. If the member has died, his or her rights may be exercised by the member's administrator or executor or, if no estate has been opened, by the person or persons entitled thereto under section 25—1 of the Probate Act of 1975. Ill. Rev. Stat. 1981, ch. 110 1/2, par. 25—1.

3. All objections to the statement of entitlement shall be referred to a commissioner.

**4.** The Respondent shall file a report of progress with the clerk of the Court, together with proof of service upon counsel for the Claimants, within 30 days of the entry of this order, and monthly thereafter, until final disposition of this matter.

## OPINION

ROE, C.J.

This is a class action involving an estimated 26,000 State employees and annuitants (or their survivors) and

an aggregate award sought for $8,434,875.50. The cause of action arose from the policy of successive directors of the Department of Personnel (now Central Management Services) from January 1, 1972, through June 30, 1978. The policy required all State employees and annuitants who were Medicare-eligible (65 years of age or older) during the relevant time period to enroll in Medicare part B (physician care) and pay the premiums thereof or have their benefits under the State employees' group health insurance program reduced by the amount of benefits such enrollment would have provided.

As a result, State employees and annuitants who attained the age of 65 were compelled to enroll in part B of the Medicare program in order to retain the same health insurance coverage as they enjoyed prior to reaching the age of 65. The alternative was not enrolling and being left effectively uninsured for physician's costs.

The representative Claimants brought a class action in the circuit court of Cook County on April 27, 1976 (76 CH 2420), which resulted in the invalidation of the aforesaid policy of the Department of Personnel. Upon appeal, the appellate court (58 Ill. App. 3d 739), on March 13, 1978, affirmed the judgment of the circuit court but ruled that only the Court of. Claims had jurisdiction to award damages against the State of Illinois.

Effective July 1, 1978, the Department of Personnel commenced compliance with the Court's order by revising the State employees' group health insurance program so that no member is required to enroll in Medicare part B, and those who are 65 or older are afforded the same health insurance coverage as are all other members. Those who do enroll in part B now receive added coverage so that between the combina-

tion of payments by Medicare and the State plan, their yearly medical expenses for physician care are often paid in full.

The State, however, refused to reimburse the members of the Claimant class for part B premiums attributable to the period during which the invalidated policy was in effect, January **1, 1972,** through June **30, 1978.** To secure an appropriate award to each member of the class, the above-entitled action against the State was filed in the Court of Claims. On December **15,1982,** the Court rendered its opinion in which it held that the named Claimants and the class they represent are entitled to recover from the State the damages they sustained as a result of the above-described policy of the Department of Personnel.

The Court of Claims determined on September **9, 1983,** that class members are entitled to an award equal to the sum of part B Medicare premiums applicable to each month during which he or she was covered by the Illinois employees' group health insurance program, and was 65 years or older, within the period commencing January **1,1972,** and ending June **30,1978.**

The Illinois Department of Central Management Services, which now administers the Illinois employees' group health insurance program, has since calculated the respective amounts of reimbursement to the individual class members, and the aggregate thereof, based upon the federally established premium rates for Medicare part B coverage for the period here involved.

It is therefore ordered that Gertrude Gendel and Ruth Lew, and the class of Claimants whom they represent herein, be and hereby are awarded the aggregate amount of eight million four hundred thirty-

four thousand, eight hundred seventy-five dollars and fifty cents ($8,434,875.50), to be distributed to the individual class members in accordance with the provisions of this Court's September 9, 1983, order, hereinbefore mentioned.

ORDER

MONTANA, C.J.

A hearing on the above-entitled claim was held on July 29, 1985, at the Court of Claims hearing room, State of Illinois Center; 100 W. Randolph Street, Chicago, Illinois.

Jacob R. Cohen, the attorney for the Claimants herein, appeared on behalf of his petition for the awarding of fees to him for services rendered in the above-entitled claim. Neil F. Hartigan, Attorney General, State of Illinois, by Robert Sklamberg, Assistant Attorney General, appeared on behalf of Respondent, State of Illinois.

Petitioner, Jacob R. Cohen, sets out in his petition that in August of 1975, he began handling this claim by requesting the director of the Department of Personnel to rescind his order requiring employees over 65 to pay premiums on part B Medicare for their health insurance. Subsequent thereto, he filed a lawsuit in the circuit court of Cook County. The circuit court held that the State had no authority to order employees to pay for this insurance. The appellate court subsequently affirmed the decision of the circuit court of Cook County. Petitioner filed this class action suit in the Court of Claims and after hearings, the Court entered an award in the amount of $8,434,875.50.

Subsequent thereto, the Illinois legislature appro-

priated said amount for payment to the class members. Petitioner now seeks approval of his fee to be paid out of said award on a pro *rata* basis to each member of the class numbering in excess of 24,000. Petitioner seeks the sum of $644,700.00, which amounts to approximately 7.6% of the award. Petitioner alleges that there is an additional savings to the members of the class which now approximates $24,628,800.00 and these savings will continue for the life of each member. Petitioner also alleges that the real benefit to the class as of this date exceeds $33 million. Petitioner further alleges that over the years during the pendency of this claim he expended approximately 924 hours on this claim litigation.

The Court finds that, taking into consideration the result obtained by Petitioner and the time and efforts involved by him, that Petitioner's fee herein sought in the amount of $644,700.00 should be allowed.

Wherefore, it is hereby ordered that Petitioner, Jacob R. Cohen, be awarded the sum of $644,700.00 as his fee for services rendered in the above-entitled claim. It is further ordered that payment of said fee be deducted from the award previously entered herein and be pro rated as to each individual member of the class.

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**(No. 78-CC-1454—Claim dismissed.)**

**NORTHLAKE BUILDING PARTNERS,** d/b/a Northlake Hotel, Claimant, *v.* **THE STATE OF ILLINOIS,** Respondent.

*Opinion filed June 9, 1986.*

ABRAMS & ASSOCIATES (JERRALD **B. ABRAMS,** of counsel), for Claimant.

NEIL F. HARTIGAN, Attorney General (GLEN LARNER, Assistant Attorney General, of counsel), for Respondent.

***HIGHWAYS—damage to private parking lot—evidence failed to sustain claim that State police directed traffic over Claimant's lot.*** The Court of Claims dismissed a claim alleging that the Claimant's private parking lot was damaged when the State police, on several occasions, directed traffic across the lot in dealing with a flooded viaduct near the lot, since the viaduct in question was not subject to patrols by State police, there were no records of the State police directing traffic in the area of the viaduct, and the Claimant's evidence was vague and uncorroborated as to when the diversions took place or the names of the officers making the diversions.

RAUCCI, J.

This is a claim for damages incurred to real property of Claimant at **401** West Lake Street, Northlake. The crux of the claim is the allegation that the Illinois State police at times rerouted and directed vehicular traffic over Claimant's parking lot.

Claimant is the owner of the Northlake Hotel at that address. Before Martin C. Ashman, our commissioner, Kenneth Naslund, president and manager of Claimant's hotel, was the only witness for Claimant. He testified that at the location there was a viaduct which, on numerous occasions, became .flooded during rainfalls and on those occasions the Illinois State police used Claimant's parking lot as a turnaround area. Naslund testified that on those occasions, the exact dates or number of which he could not recall, he saw Illinois State patrolmen in uniform direct traffic upon his parking lot in the years **1975** through **1978.**

The Northlake Hotel was built in **1969,** but the developers of the hotel went out of business in **1970** and there was no hotel-type traffic until **1975** when the Claimant took over. The condition of the driveway in question in **1975** was "fair." There were some superficial cracks and surface grazing. The area in question is

adjacent to an industrial area and the highway normally carries traffic consisting of heavy trucks.

In 1975, Naslund testified, the Northlake local police commenced directing traffic on Claimant's driveway to make U-turns on the driveway during viaduct flooding. Naslund complained to the chief of police of Northlake and the traffic diversions ceased. Thereafter, according to Naslund, the traffic diversions by the Illinois State police commenced. Naslund complained to the officer directing traffic on four or five occasions, but the traffic diversions' on his property continued. Naslund was unable to supply dates of such complaints nor names of the officers.

Naslund, an engineer, testified that the grinding action of tires making small-radius turns around an island in the driveway caused the asphalt pavement to rapidly disintegrate. On September 29, 1977, the Northlake Hotel, in writing, requested the State to repair its driveway, which request was refused. On May 12, 1978, Claimant expended $1,200.00 to repair the driveway and on September 12, 1980, Claimant expended $2,993.00 to repair the driveway. In addition, hotel employees repaired the area a total of four or five times for which no cost was submitted nor were the dates of such repairs revealed.

Respondent's evidence was that the area of the viaduct or overpass from which traffic was alleged to have been directed was not in the area of any State police patrols. No officers are assigned to patrol incorporated towns or villages. Captain William Burt, district commander of District 3 'of the Illinois State police since 1975, which covered the general vicinity, testified that he had never received any requests to send State police to clear any traffic tie-ups as a result of

flooding of the viaduct in question, nor had he ever received any complaints from the Northlake Hotel concerning damage to its property.

Captain Burt stated that State police are not assigned to an incorporated area unless a request is made by village officials through the office of the Governor and there was no record of any such request. If an emergency situation occurred, the State police might take action, but it would be reported by radio immediately and a field report would be filed. No such reports have been found as to the premises in question.

Captain Hugh S. McGinley, the operations lieutenant for the State police in that area from **1975** to **1978,** testified substantially in corroboration of Captain Burt's testimony. Captain McGinley contacted all field supervisors, sergeants and corporals assigned to that district during **1975** to **1978** and personally reviewed all field reports and State police logs and could find no evidence that State police had ever directed traffic at **401** West Lake Street in Northlake.

Based on the evidence, Claimant has failed to sustain his burden of proof by a preponderance of the evidence.

The testimony of Claimant's only witness was uncorroborated and was vague in that he could not supply dates upon which the alleged traffic diversions took place, names of officers to whom he complained, nor even the approximate number of times the diversions of traffic were alleged to have occurred. When the Northlake police commenced directing traffic on his property he complained to the chief of police of Northlake, but there was no explanation as to why he never complained to any supervisory personnel of the

Illinois State police until approximately two years after the traffic diversions were alleged to have taken place, and not until he claimed money damages. Repair work was done in 1978 and again in 1980. Since there was no testimony that there were traffic diversions onto the property after 1978, the necessity of repairs to the pavement in 1980 cannot be explained except by concluding that the necessity for repairs came from causes other than the State police directing traffic upon the premises. The same conclusion can be drawn from the fact that the driveway was in "fair condition" in 1975 although it had been used only for approximately one year in 1969.

On the other hand, Respondent's evidence was clear that the viaduct in question was not the subject of State police patrols and that State police do not direct traffic in incorporated areas. An exhaustive investigation and search failed to reveal any records of State police direction of traffic in the area, of any requests for such police activity, nor of any complaints by the Northlake Hotel. The fact that the Northlake police officers commenced to direct traffic onto the property is further evidence that the area in question was under local and not State police jurisdiction and control.

It is therefore ordered that the claim be dismissed with prejudice.

(No. 78-CC-1570—Claim denied.)

VIRGINIA KOMESHAK, Administrator of the Estate of Louis John Komeshak, Claimant, *v.* THE STATE OF ILLINOIS, Respondent.

**Opinion filed November 26, 1985.**

MICHAEL A. KATZ, for Claimant.

NEIL F. HARTIGAN, Attorney General (SUZANNE SCHMITZ and SUE MUELLER, Assistant Attorneys General, of counsel), for Respondent.

PRISONERS AND INMATES—**state's duty** to **prisoners.** The State owes prisoners the duty of protection and must exercise reasonable care toward the prisoners as the prisoners' known conditions may require, including guarding the prisoners from dangers due to mental incapacity and the risk of suicide, but the State is not an insurer of the safety of prisoners under its care.

SAME—**inmate *suicide—claim* denied.** A claim alleging that the State's negligent supervision allowed Claimant's decedent to commit suicide while a prisoner was denied, since the evidence established that the State exercised ordinary and reasonable care under the circumstances indicating that the State had no reason to take precautions against decedent's possible attempt to commit suicide.

POCH, J.

This claim, sounding in tort, seeks damages for the wrongful death of Claimant's intestate, who committed suicide, and is based on the alleged negligence of Respondent. The Claimant seeks recovery based on the theory that the suicide of Claimant's intestate which occurred on February 3, 1978, was caused by negligent acts or omissions of the State in improperly supervising Claimant's decedent, improperly failing to render proper care for Claimant's decedent when the State knew that Claimant's decedent was likely to commit suicide, or negligently observing Claimant's decedent, when in the exercise of reasonable care Claimant's decedent should have been observed due to knowledge that he was likely to commit suicide.

A hearing was conducted before Commissioner

Rath, who heard testimony of witnesses and received evidence. He has duly filed his report, together with the transcript of evidence, exhibits and briefs now before us.

The evidence adduced in support of Claimant's theories of recovery consisted entirely of the testimony of Dr. Thwan Han, a psychiatrist from Granite City, Illinois. Dr. Han testified in response to a lengthy hypothetical question based on the departmental reports in this case that, in his opinion, suicide precautions should have been taken with respect to Claimant's decedent. Dr. Han would have specified consistent supervision for at least a 24-hour period after the psychologist's initial interview when Claimant's decedent arrived at Menard Correctional Center. Dr. Han did not ever treat Claimant's decedent and had not, prior to testifying, reviewed the clinical records of the decedent. Dr. Han had reviewed only the inquest testimony of the psychologist. Dr. Han was not familiar with Menard Correctional Center, and is not familiar with their procedures. Dr. Han admitted knowing nothing about the prison system and had not reviewed Claimant's decedent's records on previous alleged suicide attempts.

In response to questions of the commissioner, Dr. Han testified that the fact that Claimant's intestate did not have a plan of suicide did not exclude a serious danger. Further Dr. Han admitted that anger evidenced in the presence of the psychologist interviewing Claimant's intestate could have been interpreted as a look to the future and a will to live.

Respondent's agent, Officer Faust, recalled observing Claimant's intestate on February 3, 1978, at the reception and classification unit at Menard Correctional

Center. He was seen going to breakfast and seen going out to see the psychologist. He behaved normally, like everyone else on the unit. He was next seen arriving back from the psychologist at about 2:20. He was placed in his cell and was acting normally. He was not crying, praying or behaving strangely. Five minutes later he was observed in an inmate count that is taken about five times a day. The inmates are personally observed during the count at approximately 2:30 and he was sitting on his bed. Shortly thereafter an inmate reported that Respondent's agent should observe something and Claimant's decedent was found hanging in his cell. The door to the cell was opened and two inmate workers were instructed to get Claimant's decedent down while Respondent's agent called for medical attention.

Claimant's decedent was found to be dead and could not be revived.

Claimant argues that the law in Illinois obligates a jailer to exercise ordinary and reasonable care for the preservation **of** prisoners, including the duty to guard against the possibility of suicide. ***Porter v. County of Cook*** **(1976),** 42 Ill. App. 3d 287,355 N.E.2d **561.**

Claimant argues that the combination of an indication of suicidal tendencies combined with the stress of being incarcerated "militates against allowing a prisoner to keep shoelaces and belts.'' Further Claimant argues that the findings made by the psychologist in his interview with Claimant's decedent should have, on the basis of the testimony of Dr. Han, moved Respondent to give constant supervision to Claimant's decedent for ***24*** to 48 hours.

The burden of proof is on the Claimant to warrant the imposition of liability and negligence against Respondent. Respondent owes its prisoners the duty of

protection and must exercise reasonable care toward the prisoners as the prisoners'. known conditions may require, including a guarding of the prisoners from dangers due to mental incapacity and the risk of suicide. The State is not, however, an insurer of the safety of the prisoners under the care of its Department of Corrections. ***Estate*** of ***Gianos v. State*** (1975), ***30*** Ill. Ct. Cl. ***373; Reynolds v. State*** (1983), ***35*** Ill. Ct. C1.647.

In this case, the Claimant has failed in her burden of proof. The evidence reveals that Respondent did exercise ordinary and reasonable care under the circumstances of this case. Claimant's intestate was a new inmate at Menard, and when he **asked *to see*** a psychologist or psychiatrist, he was provided with that service. Claimant's intestate was observed behaving normally and was seen by a psychologist for a lengthy interview. **As** a result of the interview, the psychologist coneluded that Claimant's intestate was not a danger to himself and there was no reason to take precautions (inquest testimony of psychologist Richard Trafton).

After returning from the psychologist's interview, Komeshak was observed behaving normally and sitting on his bed.

We agree with Respondent that Respondent was not indifferent to the needs of Claimant's intestate and did not violate its duty of reasonable care.

Testimony of Dr. Han, Claimant's psychiatrist, does not create sufficient evidence in this record with which to charge Respondent with negligence. Dr. Han's testimony agreed, in many particulars, with the testimony of the State psychologist as regards reasonable reactions to the interview of Claimant's intestate.

In summary we find that the record shows that Respondent exercised ordinary and reasonable care for the preservation of the inmate's health and life under the circumstances of this case.

While Komeshak's death was unfortunate, we do not think it was foreseeable and the evidence is insufficient for us to make an award.

Claim denied.

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*(No.* 78-CC-1655—Claim denied.)

**ERNEST T. CALVERT** and **KENNETH E. WILLIAMS,** Claimants, *v.* **THE STATE OF ILLINOIS,** Respondent.

***Opinion filed September* 23,1985.**

MCGLYNN & MCGLYNN (JAMES MCGLYNN, of counsel), for Claimants.

NEIL F. HARTIGAN, Attorney General (WILLIAM E. WEBBER, Assistant Attorney General, of counsel), for Respondent.

***NEGLIGENCE—when negligently caused condition is not proximate cause.*** If a negligent act or omission does nothing more than furnish the condition making an injury possible, and such condition, by the subsequent independent act of a third person, causes an injury, the two acts are not concurrent and the existence of the condition is not the proximate cause of the injury.

***HIGHWAYS—state not insurer against accidents on highways.*** State does have a duty to keep its roads in a reasonably safe condition, but it is not an insurer against all accidents which occur on its highways.

SAME—***intersection collision—snow piled in median—claim denied.*** A claim arising from an automobile accident at an intersection was denied, even though there was evidence that the State had impaired the view of oncoming traffic by piling snow in the median, since the State cannot be placed in the position of being an insurer against all accidents occurring on its highways, and there was no showing that the State had time to remove the obstructing snow between the time of the accumulation of snow and the accident.

POCH, J.

This claim arises from an automobile accident which occurred on January 23,1978, in an intersection of old Route 3 and Route 3 near the railroad depot north of Cairo, Illinois.

Claimants were passengers in a 1968 vehicle being operated by a Mr. Crisman. The accident occurred when the vehicle containing the Claimants attempted to make a left turn from Route 3 onto old Route 3 and was struck by an oncoming vehicle.

Prior to the date of the accident there had been a substantial snowfall of some 10 to 12 inches which had accumulated over a period of three to four nights and had caused the State to plow the area several times. The evidence showed clearly that there were large piles of snow at either side of the median access, approximately five feet deep and over 20 feet long.

These piles of snow hindered the driver of the vehicle containing the Claimants from seeing oncoming traffic as he approached the intersection to make his left turn. The driver testified that he slowed his vehicle down to a barely forward movement and crept out into the oncoming traffic lane to see if there were any approaching vehicles. When he did so, a vehicle approaching at a high rate of speed struck the automobile of the Claimants. As a result of this collision, the Claimants were seriously injured.

Claimants argued that the State was negligent in piling the snow around the median in question in a manner which obstructed vision. Claimants further argued that this negligence proximately caused the injuries sustained by the Claimants. Respondent argues that the piling of snow as occurred in the present case

was not negligent; and even if it was, the statement of the Illinois Supreme Court in ***Briske v. Village of Burnham***, **397** Ill. **193,** is applicable to the present case:

> **"If a negligent act or omission does nothing more than furnish the condition making an injury possible, and such condition, by the subsequent independent act** of **a third person, causes an injury, the two acts are not concurrent and the existence** of **the condition is not the proximate cause** of **the injury."**

This Court has held on many occasions that the State is not an insurer against all accidents.which occur on its highways, but it does have a duty to keep its roads in a reasonably safe condition. ***(National Bank of Bloomington v. State*** (1980), ***34*** Ill. Ct. Cl. 23.) This Court has also held that the State of Illinois is chargeable with only maintaining its roads in a reasonably safe condition for the purpose for which they are intended and that Claimant must, in order to prevail, prove by a preponderance of evidence that Respondent breached its duty and that breach proximately caused the injuries to Claimant. Louis ***v. State*** (1983), ***35*** Ill. Ct. Cl. **741.**

The ***Louis*** case arose from a factual situation which was similar to the case at bar. In Louis, an intersection accident took place when, due to the State piling snow 10 feet high on a median, the driver of a vehicle making a left turn crept into an oncoming lane and was struck by another vehicle. The court concluded in the Louis case that the State had attempted to maintain its highways in an open condition: Furthermore, in consideration of the amount of snow involved, the State did not have an opportunity to remove the snowbank created .by piling the snow in an area obstructing the view of motorists. In the instant case, Claimant offered no evidence that the State of Illinois had ample opportunity to remove the snowdrifts constituting the obstruction to the views of the motorists between the accumulation and the time of the accident in question. Respondent must be given a

reasonable length of time after highways have been cleared to remove obstructions such as those in this case. ***Louis v. State, supra.*** Holding the Respondent responsible for this accident would place the State in a position of being an insurer of all accidents occurring upon its highways and that is not the law of the State of Illinois. See also ***Aetna Insurance*** Co. ***v. State*** (1981), *34* Ill. Ct. Cl. **167.**

For the foregoing reasons, we conclude that the Claimant's claim in this case cannot be allowed. Because this matter was disposed of in the foregoing manner, we do not deem it necessary to review the other issues raised in the briefs.

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(No. **79-CC-0621—Claimant awarded $90,691.47.)**

**KARL NOLTEMEIER,** Claimant *v.* **THE STATE OF ILLINOIS,** Respondent.

**Opinion filed June *15,1981.***

**Opinion on rehearing filed January *11,1983.***

**Order filed January *30,1986.***

CORNFIELD & FELDMAN (JACOB POMERANZ, of counsel), for Claimant.

TYRONE C. FAHNER, Attorney General (FRANCIS M. DONOVAN, Assistant Attorney General, of counsel), for Respondent.

**STATE EMPLOYEES' BACK SALARY CLAIMS—wrongful layoff—claim for compensation for accrued vacation, personal days and holidays denied. In an action based on Claimant's wrongful layoff, the Court of Claims refused to award compensation for allegedly accrued vacation days, personal days and holidays, since Claimant was not entitled to compensation for the**

allegedly accrued vacation days, and awarding compensation for the personal days and holidays would be placing Claimant in a better position than if he actually worked, since no provision exists for liquidation of such days other than actually taking time off.

INTEREST—*wrongful layoff—interest* ***on award denied.*** A Claimant was denied interest on the compensation awarded for his wrongful layoff, since the State is not liable for interest or attorney fees in the absence of express statutory authority, and no applicable statute was cited by either party.

*STATE EMPLOYEES'* BACK *SALARY* CLAIMS—***discharged employee's duty to mitigate damages.*** A discharged State employee must do all in his power to mitigate his losses arising out of the wrongful discharge, and if the employee obtains other employment, he is ordinarily chargeable with the income from that employment, so that his damage claims are reduced by the income from the new job, but if the new job is not actually a substitute for the old job, the employer is not entitled to a credit for income from the new job.

***SAME—wrongful discharged employee need only seek similar employment.***

SAME—***social worker—wrongful layoff—claim granted.*** An award was granted to a clinical social worker who was wrongfully laid off by the State, and the State's contention that the Claimant was a "professional" whose employment should have been viewed as including both his job with the State and his private practice, and that the income from his entire private practice should he included as a setoff, was rejected, since acceptance of the State's argument would eliminate the distinction between the two jobs held by the Claimant and would eliminate all causes of action by any discharged professional against an employer.

***SAME—wrongful*** *layoff—setoff* ***from secondary*** *job* ***denied.*** Where a clinical social worker was wrongfully laid off by the State, the compensation award made by the Court of Claims was not subject to setoff based on the Claimant's income from his private practice, since the evidence established that he had maintained a private practice while working for the State and that there was no increase in the private practice after his wrongful layoff.

***SAME—Department of*** *Labor* ***reimbursed for unemployment benefits paid Claimant—award for wrongful layoff.*** Where a Claimant received unemployment benefits following his wrongful layoff from the State, the Department of Labor was reimbursed directly out of the award made to compensate the Claimant.

***SAME—mitigation of damages established—wrongful layoff.*** A Claimant who was wrongfully laid off from his position as a clinical social worker met his duties with respect to mitigation of his damages by seeking other comparable employment and seeking to expand his private practice.

***SAME—wrongful layoff—health insurance benefits awarded.*** The Court of Claims, based on a joint stipulation, awarded Claimant reimbursement

**for his health insurance costs and the out-of-pocket medical expenses he incurred as a result of his wrongful layoff, since the deprivation of health insurance occasioned by a wrongful layoff can give rise to compensable damages which are subject to the same obligation to mitigate that is applicable to the loss of salary.**

ROE, C.J.

This claim is based upon the violation of Claimant's employment rights under the State Personnel Act (Ill. Rev. Stat., ch. **127,** par. **63** ***et seq.***), as found by the Illinois appellate court decision, in that Claimant was wrongfully laid off on November **30, 1973,** and reinstated on January **1, 1978,** by the Department of Mental Health and Developmental Disabilities.

It has been stipulated that during the time involved Claimant would have received a gross salary of **$78,355.40,** subject to additions and deductions as required by law. The areas of disagreement in this case concern whether or not Claimant is entitled to any credit or payment for:

(i) vacation days in **1974** and **1975;**
(ii) personal leave days for **1974** through **1977;**
(iii) holidays for **1974** through **1977;**
(iv) the costs of medical and hospitalization insurance during the layoff period;
(v) interest from October, **1976,** through April, **1979;**

and whether or not Claimant's income from private practice should be used as a setoff against any award.

**As** to the issue of vacation days, we note that Claimant has been credited by the Department with **40** days' vacation time, for the years **1976** and **1977** upon his return to active employment status. The claim is for compensation for days allegedly accrued in **1974** and **1975.** We have recently decided this issue in ***Shaw v.***

*State* (1981), *34* Ill. Ct. Cl. 126, and in accordance with that decision find that Claimant is not entitled to any compensation for the vacation days allegedly accrued in 1974 and 1975.

Although the issues of compensation for personal leave days and holidays were not present in ***Shaw, supra,*** we find the reasoning in that case **also** applies to the case at bar. Rule **3—125,** dealing with "leave for personal business," states in part,

**"Accruals or credit of permissible time off for personal leave shall not be carried over the following calendar year, nor shall any employee be entitled to payment for unused personal leave upon separation. . . ."**

No provision exists for liquidation of such days other than actually taking the time off. Therefore unused personal leave days expire at the end of each calendar year. To grapt compensation for such time would be putting Claimant in a better position than if he had actually worked during the period. By denying Claimant said compensation he is still getting what would be due him. The same reasoning applies to compensation for holidays.

We reserve judgment on the issue of whether or not Claimant is entitled to medical and hospitalization insurance and direct that the Clerk of the Court of Claims set this claim for oral argument at the next session of the Court in Chicago.

The next item of damages Claimant seeks **is** interest from October 1976, through April 1979. It has long been held that the State of Illinois is not liable for the payment of interest or attorney fees in the absence of a statute expressly subjecting it to such liability. ***(Mooney Construction Co. v. State*** (1982), 35 Ill. Ct. Cl. 116; ***Caymen Associates Ltd. v. State*** (1980), *33* Ill. Ct. Cl. 301.) Petitioner cites Ill. Rev. Stat., ch. 77, sec. 7 as

authority. We do not consider said statute to have any applicability to claims against the State. No express authority was cited by either party and we can find none. We also take notice of the fact that various bills have been introduced in the legislature to subject the State to the payment of interest on awards made by this Court in recent years and all have failed. Claimant's claim for interest is hereby denied.

The final issue of damages involves Claimant's efforts to mitigate the loss of his salary during the period of his wrongful discharge.

In his brief Claimant acknowledged that he had a duty to mitigate and relies on the record as proof that he met that obligation. The position of Respondent is basically twofold. First, Respondent contends that Claimant's efforts were insufficient. Second, it argues that Claimant should not have limited his efforts to the area of clinical social work.

It is well settled that State employees must do all in their power to mitigate their losses arising out of their being wrongfully discharged. (*Nagle v. State* (1975), 31 Ill. Ct. Cl. 74; *Stevens v. State* (1977), 31 Ill. Ct. Cl. 519.) If an employee obtains other employment after a wrongful discharge, he is ordinarily chargeable with the income from that employment, so that his damage claims against his former employer are reduced by what he makes in his new job. The reasons behind this principle include the fact that the wrongful discharge has ordinarily given him the free time to accept a new job, which becomes a substitute for the old; and the feeling that even though the employee was not at fault in the discharge he should not recover a windfall for being idle among other reasons.

However, there often exists the situation where, as in the case at bar, an employee held more than one job at the same time. Upon being wrongfully discharged he continues to work at the second job. Similarly, an employee may obtain a new job following the wrongful discharge that is not a substitute for the old job but one which he could also have held while working at the old job. In both such instances the employer is not entitled to a credit for income from the second job because the income it produces was not available as a result of the wrongful discharge. See ***People ex rel. Bourne*** v. *Johnson* (1965), 32 Ill. 2d **324,205** N.E.2d **470.**

The employer is entitled to a credit, not only for income from jobs the employee actually obtained in substitute for the old job, but also for appropriate income he could have obtained by reasonable effort. The employee is not charged with any income he could have earned but only income he could have earned in similar employment with similar conditions of employment and rank and in the same locality. Where, however, the employee actually earns wages, the employer is credited whether those wages came from similar employment or not; but where the employer seeks a credit for what the employee could have earned, the similar employment and locality considerations apply. Such conditions are, of course, merely factors in judging the reasonableness of the employee's efforts to minimize his damages and they do not form an absolute rule.

In the case at bar, Claimant was employed by the State as a clinical social worker. Upon becoming laid off he testified that he sought other employment similar to the position he held with the State. He stated he wrote 6 to **10** letters to employers in the same geographic area and one to a facility in Indiana. He also made

approximately 15 visits to potential employers, mostly in 1974 and 1975. He checked out help wanted advertisements in professional journals. He was registered with the State of Illinois job service throughout the layoff period but only checked with them during the time he was being paid unemployment compensation. Claimant was unsuccessful in obtaining another job although he turned down no offers.

Both during his employment with the State and subsequent to his being laid off he was engaged in private practice on a part-time basis. Upon his discharge he claims to have made efforts to expand his practice. In this attempt he stated that he notified approximately 5 to 10 people who were his usual referral sources that he had more time available. This was done right after his layoff and thereafter once every four to six weeks.

With respect to Claimant's private practice, it is Respondent's position, as stated in its brief, that Claimant's entire practice income must be included as a setoff. Respondent asserts a novel argument that Claimant was a "professional" and, because he is such, his employment should be viewed as including both his job with the State and his private practice. Essentially Respondent would have us draw no distinction between the two jobs but regard them as one—that of Claimant's "profession." The distinction we pointed out previously between an old job and a concurrent second job or a nonsubstitute new job would be thus inapplicable to the case at bar. Respondent would limit that concept to occupations it refers to as "trades" as opposed to professions. Respondent reasons that engaging in a profession involves certain economic risks, basing income on intelligent risks such as those incurred in a recession. Conversely a professional can also reap

economic benefit from a large number of "cases," regardless of economic conditions. Success is usually based on the relative degree of skill of a professional and to allow a professional to benefit as a tradesman, Respondent concludes, would be a derogation of the "reasonableness" concept involved in mitigation.

We cannot accept this position. Respondent's theory would virtually eliminate all causes of action by any professional against an employer. The employer could discharge any ''professional''at whim and if the diligent efforts of the professional to mitigate proved fruitless the employer could defend by saying that is just a risk of the profession. While that argument may apply to some situations involving professionals, *e.g.* in a doctor-patient relationship where the patient discharges his doctor, it does not apply to an employer-employee relationship such as the one at bar. The State was not a "client" or "patient" of Claimant but his employer and according to the terms of his employment he had certain rights.

We find that the same two-job distinction we discussed previously applies here. The issue becomes whether or not the two were incompatible. The evidence shows that they were, in that Claimant maintained his private practice before discharge, during the laid-off period, and following reinstatement. The next issue is whether or not there was an increase in the private practice income which resulted from the increased time Claimant had to devote to it during the layoff. Any increase would be credited to the State as a setoff. The evidence showed that for the four years prior to his discharge he netted **$32,476.00** from private practice, based on **3,863** hours. During the four years of his discharge he netted **$32,469.00** from **2,763** hours of

private practice. The time spent is the more important factor of the two, for that was what became available to Claimant to use as a result of his discharge. Had he worked more hours during the discharge period we would setoff a corresponding amount of the income derived therefrom in mitigation. However, he spent less time at his secondary job and thus there is no setoff.

Having found no setoff due the State from income earned by Claimant during his discharge, we turn to the efforts of Claimant to mitigate. We reject Respondent's arguments to the effect that Claimant should have sought work unrelated to the position from which he was wrongfully discharged and hold, consistent with our previous discussion of the duty to mitigate, that he need only seek similar employment. That is the law in the private sector and we see no reason that public employees should be held to a different standard.

We do, however, feel that Claimant did not do all in his power to mitigate damages. Claimant had four years in which to seek comparable employment. Although we take notice of the then state of the economy and all the other factors related to his occupation, we feel that more effort should have been made in that length of time. As Respondent correctly points out, having found inadequate mitigation it becomes the Court's prerogative to fix the damages and make an award which we believe to be fair to all concerned in view of the circumstances. In doing so there is no empirical formula that can be applied. We find that $45,000.00 is a fair and just sum.

During the layoff period Claimant received $2,470.00 in unemployment compensation benefits. In the past this Court has applied such sums as a setoff to any awards, the reason being that it represented monies already paid out by the State as a result of the wrongful

discharge or improper layoff and to ignore it would be to make Claimant more than whole. According to section 900 D. of the Unemployment Insurance Act (Ill. Rev. Stat., ch. **48,** par. 490 D.), back pay awards representing compensation for a period of time over which a person was receiving unemployment compensation should be made by check payable jointly to the individual and the director of the Department of Labor. Such payments were not previously made by this Court because it was thought that to do so would have the result of transactions cancelling each other out. However, **as** a result of **a** recently decided claim, ***Illinois Department of Labor v. State, 34*** Ill. Ct. Cl. **368,** the Court has been made aware that unemployment benefits are paid out of a revolving fund and not the State's general revenue fund, the funds from which back salary awards are payable. Therefore the transaction would not cancel itself out and the revolving fund should be reimbursed. In the interests of practicality, however, we direct the clerk's office to cause to be issued two separate warrants, one to Claimant and one to the director of the Department of Labor.

It is hereby ordered that Claimant be awarded the sum of **$42,430.00** plus appropriate additions for employer contributions to employee retirement and/or FICA as well as appropriate deductions and withholdings for employee contributions to employee retirement and/or FICA as well as Federal and State taxes, all as set forth more fully in the Appendix attached hereto and made a part hereof. It is further ordered that the sum of $2,470.00 be paid to the director of the Department of Labor. These payments are not to be withheld pending the oral argument on the issue of insurance benefits if they can otherwise be made prior to a decision on that issue.

## APPENDIX A

Identification of State Contributions and Deductions from Back Salary Award

To the State Employees' Retirement System:

| | |
|---|---|
| Employee's contribution to State Employees' Retirement System | 6060.14 |
| Employee's contribution to FICA | .00 |
| State's contribution to State Employees' Retirement System | 5013.63 |
| State's contribution to FICA | .00 |

To Illinois State Treasurer to be remitted to Internal Revenue Service:

| | |
|---|---|
| Claimant's Federal Income Tax | 8486.00 |

To Illinois Department:

| | |
|---|---|
| Claimant's Illinois Income Tax | 1060.75 |

To the Claimant:

| | |
|---|---|
| Net salary | 26823.11 |

## OPINION ON REHEARING

ROE, C.J.

Claimant brought this claim seeking compensation for losses incurred by reason of a wrongful discharge from his employment with Respondent. On June 15, 1981, we rendered an opinion granting Claimant a gross award of $45,000.00 and reserved judgment on the issue of medical and hospitalization insurance as a proper

item of damages pending oral argument. Claimant moved for reconsideration of our determination with respect to the issue of mitigation, and oral argument was subsequently held on both issues.

We deal first with the mitigation issue. Claimant does not contend that we misstated the law on the issue but disputes our application of the law to the facts on record. Upon careful reexamination of the record we agree with Claimant and find that he did in fact meet his duties with respect to mitigation. It has previously been stipulated that Claimant would have received a gross salary of **$78,355.40** had he been continuously employed by Respondent during the period he was wrongfully laid off. After accounting for our earlier award in the gross amount of **$45,000.00,** Claimant is due the gross balance of **$33,355.40** plus **$100.00** inadvertently unaccounted for due to a mathematical error in the last paragraph of the opinion. (Claimant's previous net award was actually based on only the gross amount of **$44,900.00).**

The second issue was whether or not Claimant is entitled to be reimbursed for health insurance benefits which would have been paid by the Respondent during the period of the wrongful layoff. In an effort to mitigate his losses Claimant purchased other health insurance which he said cost him **$3,929.22** more than what he had been paying while employed by the Respondent. Additionally, Claimant seeks **$4,321.80** as compensation for out-of-pocket medical expenses incurred which he stated would not have been incurred had his insurance paid for by the Respondent been in effect. Claimant argues that payment of such costs is necessary in order that he be made "whole" for what he lost by reason of the Respondent's actions and cites several cases as authority for his position.

It is the Respondent's position that the statute providing the remedy for Claimant, section 11b of the Personnel Code (Ill. Rev. Stat., ch. 127, par. 63b111b), provides only for back wages to be paid to Claimant. Said statute provides that Claimant should receive "full compensation" but does not expressly include insurance benefits. Respondent cited ***Shimeall v. State*** (1979), 32 Ill. Ct. Cl. 760,763, wherein we stated as follows:

**"While the guideline furnished by the Circuit Court of Sangamon County, Illinois, to this Court sets forth that Claimant is entitled to full back salary and benefits, to date, this Court has never included in back salary and benefit awards, any sum for the State's contribution to the employees' group hospital and life insurance coverage. This part of the claim is denied."**

Because Claimant is not entitled to be compensated for the insurance, it follows, Respondent argues, that he is not entitled to recover for out-of-pocket medical expenses either.

After much consideration we are of the opinion that deprivation of health insurance occasioned by a wrongful layoff can give rise to compensable damages in this Court. Health insurance is a significant benefit given to employees of the Respondent by reason of their employment and where an employee has been wrongfully laid off he has been wrongfully deprived of that benefit. It is clearly a foreseeable naturally occurring loss caused by the wrongful actions of the employer. Regardless of whether the coverage can be modified or even discontinued unilaterally at any time by the employer, if it was in effect during the period of wrongful layoff and the employee shows that, but for the wrongful layoff, he would have been entitled to the benefit, he may have suffered a loss. ***Shimeall, supra,*** gives no rationale for its disallowance other than that to date insurance had never been factored into back pay awards. Insofar as ***Shimeall*** purports to disallow this loss

as a potential compensable item of damage it is overruled.

However, just as the Claimant has an obligation to make reasonable efforts to mitigate the loss of the salary element of damage in this type of cause of action, we hold that he has a similar obligation to mitigate his losses with respect to loss of health insurance benefits also. In arriving at the amount of damages, we will be concerned not only with what the Claimant shows were the additional costs borne by him because he was deprived of health insurance coverage during the period of his being laid off, but also the extent of his efforts to mitigate these costs. If, as in the case at bar, mitigation is in the form of purchasing a substitute health care insurance policy, necessarily inquiry will have to be made as to the comparability of the coverage of the substitute policy to the coverage provided by the Respondent in effect during the layoff period, and in certain cases the comparability of cost of the substitute policy with costs of policies providing similar coverage which were available to the Claimant in the market. Because of the nature of this element of damage, decisions will be made on a case-by-case basis according to a standard of reasonableness in view of the circumstances, as are determinations with respect to the loss of the salary aspect of the claim. Additionally, we wish to make clear that it is not our intent to foster lengthy and complex litigation over this issue and we view it as one which can be significantly narrowed by stipulation and often settled in the entirety.

Turning to the record in this case, we find that while the Claimant clearly preserved the issue, the evidence offered is lacking in many respects. Although the transcript contains several pages of Claimant's own

testimony on direct and cross-examination, the testimony elicited was vague and ambiguous. Although there was some discussion of policies and premiums, neither side introduced a policy into the record. Claimant offered nothing in the way of a receipt for a claimed cost nor was there any itemization of any expenses incurred for coverage or noncovered items. Claimant's counsel stated at the hearing that he believed the relevant material was in discovery and, in response to the commissioner's inquiry as to whether or not it was filed with the Court, stated that if any of the discovery was filed, it was filed. It was not filed.

In view of this being the first case to recognize that deprivation of health insurance benefits can give rise to compensable damages we feel that the Claimant should be afforded another opportunity to pursue this portion of his claim. Therefore we hereby allow him **30** days from the date of this opinion within which to request a new hearing on this issue only.

Claimant is hereby awarded the gross sum of **$33,455.50** plus appropriate additions for employer contributions to employee retirement and/or **FICA,** and less appropriate deductions and withholdings for employee contributions to employee retirement and/or FICA as well as Federal and State taxes, all as set forth more fully in the Appendix attached hereto and hereby made a part hereof. This award is not to be withheld pending disposition of the insurance issue if it can be paid prior to our disposition of that issue.

APPENDIX A

Identification of State Contributions and Deductions from Back Salary Award.

To the State Employees' Retirement System:

| | |
|---|---|
| Employee's contribution to State Employees' Retirement System | **208.29** |
| Employee's contribution to FICA | .00 |
| State's contribution to State Employees' Retirement System | **190.07** |
| State's contribution to FICA | .00 |
| To Illinois State Treasurer to be remitted to Internal Revenue Service: | |
| Claimant's Federal Income Tax | **6691.10** |
| To Illinois Department: | |
| Claimant's Illinois Income Tax | **836.39** |
| To the Claimant: | |
| Net salary | **25719.72** |
| Total award **$33,645.57** | |

ORDER

**HOLDERMAN, J.**

This cause coming before the Court on the joint stipulation of the Claimant and the Respondent, and the Court being fully advised finds:

Pursuant to a previous opinion of this Court in this matter, the parties have agreed to an amount due to the Claimant.

The Claimant is due from the State the sum of $7,132.28 because of a wrongful discharge.

It is hereby ordered that the sum of $7,132.28 be paid Claimant as reimbursement for expenses incurred in connection with health insurance during the time of the Claimant's wrongful discharge. It is further ordered that this award be paid in full, final and complete

satisfaction of all claims arising from the Claimant's wrongful discharge.

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(No. 80-CC-0046—Claimant awarded $50,000.00.)

MYRTLE ENZENBACHER, Administrator of the Estate of Myrl S. Sinderson, Deceased, Claimant, *v.* THE STATE OF ILLINOIS, Respondent.

**Opinion filed lanuary *13, 1986*.**

LAMBRUSCHI, YOUNG & ASSOCIATES (KEITH L. YOUNG, of counsel), for Claimant.

NEIL F. HARTIGAN, Attorney General (H. ALFRED RYAN, Assistant Attorney General, of counsel), for Respondent.

**HIGHWAYS—intersection collision—death—negligently parked State maintenance truck—award reduced by comparative negligence.** The Claimant was granted an award for the death of her decedent in an intersection collision which was caused partly by the fact that a State maintenance truck was negligently parked in a manner that impaired the decedent's visibility, but the award was reduced by 50% based on the comparative negligence of the decedent.

PATCHETT, J.

This claim arises out of an accident that occurred on August 5, 1977. The accident occurred at a T-intersection in McHenry County, Illinois. Route 173, a State highway, runs east and west, and is a two-lane road. White Oaks Road runs north and south, intersects with Route 173, and terminates at that point. White Oaks Road runs north from the T-intersection. The deceased, Myrl S. Sinderson, was proceeding south on White Oaks Road and stopped at the aforesaid intersection. A State highway maintenance truck was parked on the northeast corner of said T-intersection, apparently within a few

feet from the intersection. After Mr. Sinderson stopped he pulled slowly out into traffic, attempting to make a left turn onto Route 173. As he did so, he was struck by a semitractor trailer truck driven by Robert Winemiller. At the hearing on this case before Commissioner Whipple, an eyewitness, Robert Cline, testified. In addition, the deposition of Robert Winemiller, the driver of the semitractor trailer truck, was entered into evidence. In addition, Myrtle Enzenbacher testified at the hearing. Her testimony was as to the safe driving record of Mr. Sinderson, his good health before the accident, and the pain and suffering as a result of the accident. The Respondent stipulated that as a result of the injuries Mr. Sinderson died, and further stipulated to the total medical, hospital and funeral bills in the aggregate of $45,253.54.

The facts are basically undisputed in this case. The question is whether or not the parking of the maintenance vehicle on the northeast corner of the T-intersection, close to the intersection, was the proximate cause of the accident. The secondary issue is whether or not Mr. Sinderson was guilty of any comparative negligence.

We are of the opinion that the truck was parked in a negligent manner, thereby blocking the view at the intersection. However, we are further of the opinion that Mr. Sinderson was guilty of comparative negligence in that he failed to observe the truck driven by Mr. Winemiller. He pulled into the intersection even though it was blocked by the State vehicle. We find that had Mr. Sinderson not been guilty of any contributory or comparative negligence, then Mrs. Enzenbacher would have been entitled to an award of $100,000.00, the statutory maximum. The award would have been based

upon the medical, hospital and funeral bills, in addition to an award for the pain and suffering of Mr. Sinderson in the year following the accident. However, we feel that the total award would not have been in excess of $100,000.00, and should be reduced by a factor of 50% to reflect the negligence of Mr. Sinderson.

Therefore, we award Myrtle Enzenbacher, administrator of the estate of Myrl S. Sinderson, an award in the amount of $50,000.00.

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(No. 80-CC-1079—Claimant awarded $3,976.00.)

**JANE M. GRAHAM and IOWA MUTUAL INSURANCE COMPANY, Claimants, *v.* THE STATE OF ILLINOIS, Respondent.**

***Opinion filed September* 20, 1985.**

HEYL, ROYSTER, VOELKER & ALLEN (JOHN A. ESS, of counsel), for Claimants.

NEIL F. HARTIGAN, Attorney General (SUE MUELLER, Assistant Attorney General, of counsel), for Respondent.

*PRISONERS AND INMATES—escape—guards negligent—automobile accident—award granted.* Based on a stipulation of facts, the Claimant and her insurer were granted an award to cover the damages caused to Claimant's automobile when an escaped inmate of a correctional center crashed the automobile he had stolen from the correctional center into Claimant's car, since the facts established that guards at the center had negligently facilitated the inmate's escape by giving him the keys to the vehicle he stole as part of an assignment directing him to clean the vehicle.

RAUCCI, J.

A stipulation of facts was filed in this case by the parties. The only issue is whether the Respondent is liable for damages caused by an escaping prisoner

where the State employees voluntarily gave the inmate the keys to an automobile at the prison and directed the inmate to clean the automobile.

The relevant facts of this case are as follows: On or about October 24, 1978, Joseph DeFoe was lawfully in the custody of the Illinois Department of Corrections and under its direction, supervision and control, under a sentence of 20 months' periodic imprisonment. The prisoner was an inmate of the Joliet Community Correctional Center, a minimum security prison. Agents of the corrections center gave keys to a vehicle owned by the State to Joseph DeFoe and directed the prisoner to clean the vehicle. The prisoner then fled from the corrections center in the automobile. While fleeing from the center, the escapee crashed the automobile he had stolen from the correctional center into the car owned by the Claimant, Jane M. Graham. The Claimant, Iowa Mutual Insurance Company paid all but $100.00 of the damages.

It is settled law that the Respondent is liable to the Claimant in this case.

In *Minor v. State* (1972), 27 Ill. Ct. C1.368, the court stated:

**"The escape was admittedly made possible by the negligence of Respondent's employees at this minimum security prison. Among other things, one of the three convicts was permitted to possess keys to an automobile at the prison. This car was used by the three inmates as a means of transportation in escaping from the institution."**

The evidence clearly establishes that (1) a duty was owed by the Defendant to the Plaintiff and that there was a breach of such duty; and (2) an injury resulted from the breach.

The Claimant sustained damages to her automobile totaling $3,976.00 by reason of the collision with the

escapee in the State's automobile and therefore should be awarded said $3,976.00.

It is therefore ordered, that Claimants Jane M. Graham and Iowa Mutual Insurance Company are awarded three thousand nine hundred seventy-six and 00/100 dollars ($3,976.00) as full and complete satisfaction of this claim.

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(No. 80-CC-1154—Claimant awarded $6,800.00.)

**CHARLES EDWARD STADE,** Claimant, *v.* **THE STATE OF ILLINOIS,** Respondent.

***Opinion filed lanuary 29,1986.***

ROBERT D. BJORK, for Claimant.

NEIL F. HARTIGAN, Attorney General (JENNIFER DOVER, Assistant Attorney General, of counsel), for Respondent.

STIPULATIONS—***construction contract—reimbursable expenses claimed—stipulation—award granted.*** ***In*** an action by a contractor to recover certain reimbursable expenses incurred in completing a contract for the construction of a building at a State university, an award was granted based on the stipulation of the parties, since the stipulation appeared to have been entered into after careful consideration of the facts and law, and the amount agreed upon was the result of arms-length bargaining.

MONTANA, C.J.

This cause comes before this Court on a stipulation for the entry of a judgment submitted by the parties. This is a breach-of-contract claim arising out of the construction of the Northeastern University library building in Chicago, Illinois.

In its complaint, Claimant alleged that the Capital Development Board (hereinafter CDB) breached its

contract through its failure to compensate the Claimant for certain reimbursable expenses. The Claimant alleged that he suffered damages in the amount of $10,375.00.

After review of Claimant's supporting records by representatives of CDB and following negotiations between the parties, CDB has stipulated and agreed that the Claimant was not properly compensated for certain reimbursable expenses under the terms of the contract.

Because of the time and expense of trial, the parties have stipulated and agreed that judgment should be entered in Claimant's favor in the amount of $6,800.00.

Although this Court is not bound by any stipulation, it is not the practice of this Court to interpose controversy between the parties where none seems to exist. The instant stipulation appears to have been entered into after careful consideration of the facts and applicable law by authorized representatives of the parties regarding damage claims under State construction contracts. The amount agreed upon seems to have resulted from the give and take associated with arms-length bargaining. This being the case, this Court sees no reason not to honor the stipulation of the parties.

It is hereby ordered that Claimant, Charles Edward Stade, be awarded the sum of $6,800.00 (six thousand eight-hundred and no/100 dollars) in full and complete satisfaction of all its claims herein.

(No. 80-CC-1639—Claimant awarded $67,500.00.)

**WILLIS BARRY SHAW,** Claimant, *v.* **THE STATE OF ILLINOIS,** Respondent.

***Opinion filed March 18,1986.***

BEERMANN, SWERDLOVE, WOLOSHIN, BAREZKY & BERKSON (LAWRENCE R. BAREZKY, of counsel), for Claimant.

NEIL F. HARTIGAN, Attorney General (GLEN LARNER, Assistant Attorney General, of counsel), for Respondent.

***HIGHWAYS—when duty to post warning signs arises.*** The State is not an insurer of safety on its highways, but it does have a duty to exercise reasonable care in maintaining its highways so as to prevent hazardous road conditions, and it has a duty to post warning signs notifying the public of hazardous conditions.

NEGLIGENCE—*crash at road repair site—preexisting potholes—award granted.* The Claimant was granted an award for the injuries sustained when his automobile crashed into a construction crane after crossing a rough section of road, since the evidence established that the roadway had been rough and filled with potholes for nearly two years before the State let a contract for repairs and no warning signs had been posted, and the Court of Claims rejected the State's contention that the accident was proximately caused by the acts or omissions of a contractor who was installing a sewer in that section of the roadway.

COMPARATIVE NEGLIGENCE—*crash on pothole-filled roadway—award reduced due to comparative negligence.* The award granted to the victim of a crash caused by potholes in a roadway was reduced by 10%, since the Claimant was operating his vehicle at 25 miles per hour at night with his lights on low beam in an area designated by construction warnings, and the roadway was bumpy and covered with gravel.

PATCHETT, J.

This claim arises out of an accident which occurred on March 28, 1978. The facts are uncontroverted. The Claimant was driving his automobile in a northerly direction on Route 45, known as LaGrange Road, about 100 feet south of an overpass over Route 7 at approximately 10:45 p.m.

The roadway at the accident site had many potholes and cracks, and was rough to ride upon. These defects

had existed, and progressively worsened, from 1976 through the date of the accident.

On March 17, 1978, 11 days prior to the accident, the Department of Transportation had issued a construction permit to DiPaolo Construction Company to locate and construct a twelve-inch (12") sanitary sewer for the Village of Orland Park. Construction work commenced on March 18, 1978, and was in process at the time of the accident. The sewer was to be installed under the southbound lanes of traffic on Route 45.

The highway was a four-lane highway. On the day of the accident, as a result of the construction, both southbound lanes were closed. The northbound lanes were designated as two-way traffic. Therefore, there was one lane for northbound traffic and one lane for southbound traffic.

Prior to the accident, Claimant was operating his vehicle at 30 to 35 miles per hour. The speed limit in that area was 45 miles per hour. He saw the barricades, noticed the road becoming rough, and reduced his speed to 25 miles per hour. The holes in the roadway were hidden by the gravel upon the roadway. The Claimant's car was the only car traveling in either direction, and the only light available was from the Claimant's car. These lights were on low beam.

Suddenly, the front end of the Claimant's car dipped into a hole located in the middle of the Claimant's lane of traffic. This caused his vehicle to swerve out of control. Claimant's car then collided with the construction crane which had been resting on the outer southbound lane of traffic.

Claimant's brother, Richard Shaw, went to the accident site later that night. He noticed a hole. The

surface of the hole had apparently been covered with gravel, but the gravel seemed to be strewn about outside the hole. There was little gravel left inside the hole. The next morning, a worker with the construction company was observed refilling the hole with gravel.

The permit issued by the Department of Transportation required DiPaolo Construction Company to restore the highway, shoulders, and ditches to a condition equal to that existing before commencement of the work. The permit required DiPaolo Construction Company to hold the Respondent harmless against any personal liability, personal injury, or property damage claims sustained by reason of the construction. DiPaolo Construction Company was also required to conduct the work in such a manner as to minimize hazards to vehicular and pedestrian traffic.

While the Respondent is not an insurer of highways, it does have the duty to exercise reasonable care in the maintenance of highways to prevent hazardous road conditions. (Walls *v. State* (1968), 26 Ill. Ct. Cl. 388.) At least, Respondent has the duty to post signs notifying the public of a hazardous condition. *Moldenhauer v. State* (1978), *32* Ill. Ct. Cl. 514.

According to the uncontested facts, the roadway was rough and filled with potholes for almost two years. The roadway had become progressively worse. There were no warning signs posted. We feel that this constituted negligence on the part of the Respondent.

Respondent argues that the negligence of the Respondent was not the proximate cause of the accident. They argue that the acts, or omissions to act, of DiPaolo Construction Company constituted an intervening cause of Claimant's injuries. Respondent argues that

the permit required DiPaolo Construction Company to maintain two-way traffic at all times during construction and to ". . . conduct the work in such a manner. as to minimize hazards to vehicular and pedestrian traffic." Respondent claims that DiPaolo Construction Company failed to properly maintain the road because it cordoned off the highway so that northbound traffic was required to pass over the pothole. They further allege that DiPaolo Construction Company allowed the area of the pothole to be covered with gravel. Respondent therefore argues it was DiPaolo Construction Company's acts, or omissions to act, which proximately caused the accident.

We do not agree. The pothole in question and its general vicinity had been hazardous prior to DiPaolo **Construction Company's entry upon the scene. In** addition, Respondent knew that by requiring two-way traffic at all times, DiPaolo Construction Company would be required to channel traffic over and above the pothole in question. Thus, Respondent knew or should have known that DiPaolo Construction Company would force traffic over the pothole in the course of its construction project.

In the case of ***Watson v. Byerly Auiation, Znc.*** (1972), 7 Ill. App. 3d 662, 288 N.E.2d 233, cited by the Respondent, the Court indicated that where the first wrongdoer could reasonably anticipate the intervening cause, the first wrongdoer is still liable. In this case, the Respondent could have reasonably anticipated the channeling of traffic over a preexisting pothole due to the sewer construction project. The Respondent should have also known that DiPaolo Construction Company was not required to repair the highway to a higher standard than had existed prior to the beginning of

the sewer construction work. Therefore, we feel that it was the Respondent's negligence which proximately caused Claimant's injuries.

Respondent further argues that Claimant's own negligent conduct contributed to his injuries, and that any award should be reduced to the degree Claimant's conduct contributed to his own harm. We feel that there was a certain amount of contributory negligence present in this case. The Claimant was operating a car at 25 miles per hour at night in an area designated by construction warnings. In addition, the road was bumpy and covered with gravel. Finally, despite the fact that there was no oncoming traffic, he was operating his automobile with his headlights on low beam. We, therefore, find that the Claimant's award should be reduced by a factor of **10%** because of his own comparative or contributory negligence.

**As** a result of the accident, the Claimant was taken to Palos Community Hospital. He stayed there for **16** days, during which time glass was extracted from his face. His right leg was in traction, and surgery was performed to insert a metal rod in his leg. The Claimant was forced to use crutches until August **5,1978.** He then used a cane for another eight or nine months. In October **1978,** the Claimant had an increase of pain in his right hip, and was forced to have a second surgery to have the rod reinserted. In the future, surgery will again be required to remove the metal rod.

As a result of his injury, Claimant was unable to take certain courses at his university. Because of this, the Claimant graduated three years late. The Claimant's right leg is now shorter than his left leg, and he walks with a limp. In addition, he has noises in his right knee.

Formerly a physical education major, he is now precluded from any significant participation in sports.

His special damages are $6,871.00. In addition, future medical expenses should be approximately $5,300.00. The Claimant has lost three years' salary as a teacher and will lose income in the future when surgery is required to remove the rod. The Claimant's automobile was damaged in the amount of $1,854.29. The Claimant has suffered extreme pain during various periods of his hospitalization.

For all the foregoing reasons, we award the Claimant the sum of $100,000.00. This will be reduced by a factor of 10%, due to the Claimant's negligence. This will result in an award of $90,000.00. We will then deduct $22,500.00, which the Claimant has received **from** other sources. The Respondent is entitled to credit for this amount. Thus, we award the Claimant the net sum of $67,500.00.

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(No. **80-CC-2215—Claim dismissed.)**

**WILLIAM MAIKRANZ,** Claimant, *v.* **THE STATE OF ILLINOIS,** Respondent.

***Opinion filed January 25,1985.***

***Order on dismissal of petition for rehearing filed September 13,1985.***

COHN & **FLYNN,** for Claimant.

**NEIL F. HARTIGAN,** Attorney General (LYNN W. **SCHOCK,** Assistant Attorney General, of counsel), for Respondent.

STATE PARKS AND RECREATION AREAS—***State's duty to people in parks.*** **Persons properly upon State park grounds are invitees entitled to expect**

State to exercise reasonable care in establishing, maintaining and supervising the park, but State's only duty is not to wilfully and wantonly injure trespassers and licensees.

***SAME—trespasser defined.*** A trespasser is one who enters the premises of another without permission, invitation, or other right and intrudes for some purpose of his own, or at his convenience, or merely as an idler.

**SAME—*personal injury—Claimant a trespasser—claim dismissed.*** The Court of Claims dismissed a claim for the personal injuries sustained when the automobile in which Claimant was a passenger struck a steel swinging crossrail gate used to barricade a road at closing time, since the evidence established that the Claimant was familiar with the parks closing hours and was a trespasser in an unauthorized area at the time of the accident, and he failed to establish that the State had acted in a wilful or wanton manner.

**HOLDERMAN, J.**

Claimant seeks damages for pain and suffering, medical expenses and disability occasioned by a laceration to his forehead and contusion to his right elbow sustained from a collision with a gate apparatus in Illinois Beach State Park while he was a passenger in an automobile.

The issue is whether the State has a duty of care to Claimant, absent wilful and wanton conduct.

This matter was heard before a commissioner on December 5, 1983, when an evidentiary hearing was held. Counsel for Claimant and the assistant attorney general were present at the hearing. Both parties have submitted briefs and arguments.

Generally, members of the public properly upon State park grounds are invitees and are therefore owed a duty by Respondent to exercise reasonable care in establishing, maintaining, and supervising its parks. *Damermuth v. State* (1966), 25 Ill. Ct. Cl. 353; *Kamin v. State,* 21 Ill. Ct. C1.467; Murray *v. State* (1963), 24 Ill. Ct. Cl. 399.

However, the duty of care varies according to the status of the person entering the land: *(Trout v.* Bank *of*

*Belleville* (1976), 36 Ill. **App.** 3d 83, 343 N.E.2d 261.) With respect to a trespasser or a licensee, the Respondent only owes a duty not to wilfully and wantonly injure the person going upon the land. ***Burris*** v. ***State*** (1963), ***24*** Ill. Ct. Cl. 282; ***Walton*** v. ***Norphlett*** (1977), 56 Ill. App. 3d 4,371 N.E.2d 978.

The record shows that Claimant and his companions arrived at Illinois Beach State Park at approximately 4:30 a.m. on the morning of May 4, 1980. Claimant gained entry to an area that had been closed since 10:00 p.m. the previous evening. Respondent presented evidence that signs were posted throughout the park indicating the closing time of the park with the exception of the Class **A** campsite area. This was the only road open for ingress and egress.

The record further shows that the automobile in which Claimant was a passenger struck a steel swinging crossrail gate which was used to barricade Beach Road at closing time. The crossrail also had a sign posted on it indicating the closing time of the park. This accident took place outside the general area of Campsite A. Therefore, Claimant and his companions were in an unauthorized area at the time of the accident.

The evidence would indicate that Claimant was a trespasser and therefore has the burden of proving the State acted in a wilful and wanton manner. **A** trespasser has been defined as one who enters the premises of another without permission, invitation, or other right and intrudes for some purpose of his own, or at his convenience, or merely as an idler. 62 Am. Jur. 2d ***Premises Liability***, sec. 55,297; I.P.I. 2d sec. 120, 01, 349.

The park in which the incident occurred had been closed since 10:00 p.m. the evening of May **3,** 1980.

There were signs throughout the park indicating that the park was closed. Claimant testified he was familiar with the park and had been there on numerous occasions. It is evident, therefore, that Claimant had ample notice of the closing time of the park.

The record also reflects that no evidence was presented indicating the injuries Claimant sustained were the result of wilful and wanton conduct on the part of Respondent. Mr. Kenneth Harvey, maintenance and security officer for Illinois Beach State Park, testified the gate apparatus in question was inspected during the evening of May **3,1980,** and the morning of May **4,1980, and was** found to be in proper working condition and closed.

It appears from the evidence in this case that Claimant was a trespasser and not an invitee, that he was familiar with the area and aware of the park's closing hours, and was consequently a trespasser. He did not produce any evidence, much less a preponderance, to show the injuries sustained were the result of a wilful and wanton act on the part of Respondent. It is clear Claimant's injuries were sustained as a result **of** his own wilful disregard of the signs and hours in which the park was open.

Claimant having failed to present the necessary proof to reflect any liability on the part of the State, this cause is dismissed.

## ORDER ON DISMISSAL OF PETITION FOR REHEARING

**HOLDERMAN, J.**

This matter comes before the Court upon petition of Claimant for rehearing. Said petition requests the

order of dismissal heretofore entered be vacated and another hearing held.

The order of dismissal sets forth that it was the Court's conclusion, after reading the evidence, that Claimant and the other passengers in the car were all trespassers. The commissioner, in his report, set forth a definition of trespasser, which is as follows:

"A trespasser is one who enters the premises of the other without permission, invitation, or other right, and intrudes for some purpose of his own, or at his convenience, or merely as an idler." 62 Am. Jur. 2d ***Premises Liability,*** sec. ***55,*** 297; **I.P.I.** 2nd sec. 120, 01, 349.

The Court is still of the same opinion that Claimant was a trespasser and there was no liability established on the part of the State. Case dismissed.

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(No. 80-CC-2281—Claim dismissed.)

**WILLIAM BRADFORD MCKEE, Claimant, *v.* THE STATE OF ILLINOIS, Respondent.**

***Order filed March* 6,1981.**

***Order filed December* 14,1984.**

***Order on denial of motion for reconsideration filed December* 14,1985.**

**GIFFIN, WINNING, LINDER, NEWKIRK, COHEN & BODEWES,** for Claimant.

**NEIL F. HARTIGAN,** Attorney General **(WILLIAM E. WEBBER,** Assistant Attorney General, of counsel), for Respondent.

LIMITATIONS—***when notice of intent must be filed.*** Within six months of an injury or accrual of a cause of action, any person who is about to commence an action against the State in the Court of Claims must file in the office of the Attorney General and **in** the office of the Clerk of the Court of Claims a notice, and if no such notice is filed, any action based on such claim will be forever barred.

SAME—*personal injury* **claim—no timely** *notice—claim* **dismissed.** Even though the Claimant was found to have been suffering from disability or incompetency within *six* months of his injury and was unable to file the notice of intent required by section 22—1 of the Court of Claims Act within the six-month limitations period, his claim was still dismissed, since he failed to file the notice of intent within the six-month period following the removal of his disability.

ORDER

ROE, C.J.

This matter coming on to be heard upon the motion of Respondent to dismiss the claim herein, and, it appearing to the Court that Claimant has received due and timely notice of said motion, and the Court being fully advised in the premises;

It is hereby ordered that the motion of Respondent be and the same is hereby granted and the claim herein is hereby dismissed.

ORDER

ROE, C.J

Claimant is seeking to recover for personal injuries sustained as the result of an automobile accident which occurred on June **22, 1978,** approximately two miles west of Vienna, Illinois, on Highway **146.**

On January **21, 1980,** Respondent filed a motion to dismiss based on Claimant's failure to file a notice pursuant to section 22—1 of the Court of Claims Act (Ill. Rev. Stat., ch. **37,** par. **439.1** et *seq.*), hereinafter referred to as the Act, which provides that:

"Within 6 months from the date that such an injury was received or such a cause of action accrued, any person who is about to commence any action in the Court of Claims against the State of Illinois . . . for damages on account of any injury to his person shall file in the office of the Attorney General and also in the office of the Clerk of the Court of Claims, either by himself, his agent, or attorney, giving the name of the person to whom the

cause of action has accrued,' the name and residence of the person injured, the date and about the hour of the accident, the place or location where the accident occurred, a brief description of how the accident occurred, and the name and address of the attending physician, if any . . . ."

Section 22—2 of the Act states:

"If the notice provided for by Section 22—1 is not filed as provided in that section, any such action commenced against the State of Illinois . . . shall be dismissed and the person to whom any such cause of action accrued for any personal injury shall be forever barred from further action in the Court of Claims for such personal injury . . . ."

On March 6, 1981, this Court granted the January 21, 1980, motion of Respondent and accordingly ordered the dismissal of the claim. Claimant thereafter filed a motion to vacate.

In an order dated October 7, 1982, we found that the only issue raised in Claimant's motion to vacate and its accompanying memorandum which may have any merit was whether Claimant was under a disability following the accident which would toll the limitations period. We ordered that the cause be assigned to a commissioner for the purpose of determining whether the Claimant was under a disability.

On October 31, 1983, this Court, following the submission of the report from the commissioner, entered another order finding that the seriousness of Claimant's injury and affidavits of Claimant's doctor seemed to indicate that Claimant was disabled and/or incompetent within six months from the date of his injury, and was therefore unable to file a notice on his behalf with the Court of Claims as required by the Act. Claimant's motion to vacate the Court's prior dismissal was granted in said order, but we noted that Respondent's motion to dismiss would be held in abeyance pending the submission of additional evidence. Over a year has passed since the October 31, 1983, order and the only additional evidence that has been submitted are Re-

spondent's interrogatories and Claimant's answers thereto, which the Court has considered along with the other evidence in the record.

Based on the evidence before us it is our opinion that Claimant has failed to comply with section 22—1 of the Act. While it does appear from the record that Claimant was under a disability which rendered him incapable of making competent decisions and judgments possibly up to one year following his accident, this does not excuse his failure to file the notice of intent required by section 22—1 of the Act within the six-month period following the removal of the disability.

This Court has repeatedly found that the notice requirements of section 22—1 are a condition precedent to filing a complaint against the State of Illinois and that failure to comply requires the dismissal of the claim. (***Palmer v. State*** (1966), 25 Ill. Ct. Cl. 1; ***Munch v. State*** (1966), 25 Ill. Ct. C1.313; ***Byrne v. State*** (1980), ***34*** Ill. Ct. Cl. 248.) Claimant, by failing to file a notice of intent within the six-month period following the removal of his disability, has failed to comply with section 22—1 of the Act and his claim must therefore be dismissed pursuant to section 22—2 of the Act.

It is hereby ordered that the motion of Respondent to dismiss be, and is, hereby granted and this claim accordingly is dismissed.

## ORDER ON DENIAL OF MOTION FOR RECONSIDERATION

POCH, J.

This matter coming on before the Court on Claimant's petition for reconsideration of the order of dismissal on December 14,1984, and Respondent having filed its objection to said petition, all parties having

received due notice and the Court being fully advised in the premises;

It is hereby ordered that the petition for reconsideration be and is hereby denied.

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(No. 81-CC-0052—Claim denied.)

**TAMEAKA WELLS, Daughter of Cheryle Denise Ramsey, by Cleather Brown, Grandmother and Next Friend of Tameaka Wells, Claimant, *v.* THE STATE OF ILLINOIS, Respondent.**

***Opinion filed November 7, 1985.***

***Order on denial of rehearing filed March 3, 1986.***

**CHARLES STEGMEYER, for Claimant.**

**NEIL F. HARTIGAN,** Attorney General **(SUE MUELLER,** Assistant Attorney General, of counsel), for Respondent.

NEGLIGENCE—***duty to foresee criminal conduct.*** A person generally has no duty to control criminal conduct in order to prevent harm to third persons in the absence of a "special relationship" between the victim and the person charged with the duty, and such relationships include those of carrier-passenger, innkeeper-guest, landowner-business invitee and a person having custody of a victim under circumstances depriving the victim of normal opportunities for protection.

*SAME*—***foreseeability of criminal conduct must be considered when special relationship exists.*** A party may be held liable for the criminal conduct of a third party when a "special relationship" exists and the criminal conduct of a third party is reasonably foreseeable.

***SAME—duty to protect person from criminal acts may be voluntarily assumed.*** A person may voluntarily assume a duty to protect another from criminal conduct of third parties, but, notwithstanding the voluntary assumption of such duty, the issue of foreseeability must be considered before liability may be imposed for breach of that duty.

***SAME—when foreseeability alone is not sufficient to establish liability.*** A duty will not be imposed on a defendant even though injury is foreseeable if the magnitude of the burden of guarding against injury and the consequences of placing that burden on defendant would be unreasonable.

***SAME—wrongful death—criminal act of third party—claim denied.*** The

Illinois Job Service violated its own age regulations by refemng a 16-year-old person to a baby-sitting job, but the claim against the State based on the 16-year-old's death at the hands of the person who had requested a baby-sitter was denied, since the Illinois Job Service's violation of its regulations was not the proximate cause of the victim's felonious death, and the State could not reasonably be burdened with the duty of protecting persons such as the victim from the criminal conduct of persons in the position of the individual who requested services from the agency.

PRACTICE AND PROCEDURE—*motions for new trial—matter of court's discretion.*

***Sara— newly discovered evidence and "misapprehension" of law may be considered by motion for rehearing.***

SAME—***alternative motions for rehearing or new trial denied.*** The Court of Claims denied Claimant's motion for rehearing or, in the alternative, for a new trial, since the effect of her argument was to ignore the authorities cited by the Court in its original opinion and to reargue the facts previously considered without attempting to present any new factual data for the Court's consideration.

HOLDERMAN, J

This is a wrongful death claim brought on behalf of the Claimant, Tameaka Wells, by her grandmother for the death of her natural mother, Cheryle Ramsey. Cheryle Ramsey, age 16 years, was sent by the Illinois Job Service in East St. Louis to a location at which she was to be employed as a baby-sitter. The incident occurred on May 16,1979. When she arrived at the place where she was to be employed as a baby-sitter, she was beaten and stabbed to death by one Sylvester Davis, who had previously called the Job Service to request a baby-sitter be referred to him. At the time the referral was made, the Job Service had internal regulations which provided that no person under 18 years should be referred as a baby-sitter, that a Job Service employee making the referral could require references of prospective employers if it was felt to be necessary, and that utmost caution should be exercised in referring baby-sitters to private homes. The Job Service employee who referred the decedent ignored all three of these internal regulations.

This claim is based on the alleged negligence of Respondent. Claimant seeks relief based on the theory that Respondent was negligent in operating its State Job Service by failing to set qualifications for people who sought baby-sitting services from the placement service; failing to interview applicants for baby-sitters to determine whether or not the applicants needed the services and had acceptable qualifications; failed to advise or instruct people working as baby-sitters as to whether they had sufficient education to handle situations that might arise in various homes where baby-sitting was done, and failing to determine that a person seeking baby-sitting services was a dangerous individual with a criminal record.

The decedent had been referred to a particular location by the Illinois Job Service for the purpose of conducting baby-sitting services. Prior to being referred to this job, decedent was not registered or interviewed in accordance with the rules of the agency. The applicant for baby-sitting services was not interviewed in person by the Job Service.

The counselor, who made the referral prior to the death of decedent, was reprimanded and suspended from her job for violation of the internal regulations of the Illinois Job Service in that she did not interview the prospective job applicant prior to sending her out on a job and that the applicant was younger than regulations permitted in being referred to a baby-sitting job.

The evidence shows that the decedent was the mother of a child, Tameaka Wells, who was **16** months old at the time of her mother's death. Decedent was not married and did contribute to the support of the child through various jobs, including jobs as a waitress and baby-sitter. Respondent points out that the policy of the

Job Service in checking out prospective employers is not mandatory but discretionary.

The evidence shows that there is no question but that decedent died from a criminal act committed by Sylvester Davis in murdering decedent. It is not alleged that any agent of Respondent knew or had reason to know that Davis, who falsely identified himself in seeking baby-sitting services, would injure or kill decedent.

This claim must be decided on the issue of whether or not the State owed any duty to the 'decedent to foresee the criminal conduct that took decedent's life. The following cases, the Court believes, set forth the law in the State of Illinois regarding the State's responsibility in this matter: ***Boyd v. Racine Currency Exchange, Znc.*** (1973), 56 Ill. 2d ***84,*** 305 N.E.2d 529; ***Oxment v. Lance*** (1982), 107 Ill. App. 3d 348, 437 N.E.2d 930; ***Burks v. Madyun*** (1982), 105 Ill. App. 3d 917, 435 N.E.2d 185.

It is the general rule in the State of Illinois that a person has no duty to control criminal conduct in order to prevent harm to a third person unless there is a "special relationship" between the person charged with the duty and the victim. This rule is set out in the ***Restatement*** *of Torts* (2nd) in section 316. The "special relationships'' which may impose such a duty on a person include: **(1)** carrier-passenger; (2) innkeeper-guest; (3) landowner-business invitee; and (4) a person having custody of a victim under the circumstances which deprive the victim of the normal opportunities for protection.

It appears from a review of the above-cited cases that none of the "special relationships" outlined in section **316** occurred in the present case. Even if a "special relationship" did occur, the Court must also

consider the question of whether the criminal conduct is reasonably foreseeable in order to charge the State with negligence. As stated by the Court in ***Burks v. Madyun,*** "... the imposition of a duty to guard against criminal attacks by third persons depends upon notice of the danger to the invitee in addition to the existence of a special relationship.'' 105 Ill. App. 3d 917,921.

Aside from the duty set out in Section 316, one may also assume a duty to protect third persons from harm. (See ***Restatement of*** Torts, section 324(a).) That section has been cited in and approved by the Illinois Supreme Court in the case of Cross ***v. Wells Fargo Alarm Service*** (1980), 82 Ill. 2d 313, 412 N.E.2d 472. The Cross case held "a duty voluntarily assumed must be performed with due care or 'such competence and skill as one possesses'.'' Notwithstanding the fact that one may assume a duty, there still is the issue of whether or not the criminal acts in question are reasonably foreseeable, hence we are back to the same problem as arises under the "special relationships" analysis. That is, whether the facts in this case support the conclusion that the criminal act which led to the death of the decedent was reasonably foreseeable by the State. It is at this point that the evidence in the record collapses and fails to support any such conclusions. In fact, there is no evidence in the record of any prior criminal conduct that the State had knowledge of on the part of the defendant, nor is there any evidence that the State was aware or should have been aware that the neighborhood involved was one in which crimes of this nature were likely to be committed, nor is there any evidence of similar crimes having been committed upon persons previously referred by the Illinois Job Service.

In addition to the foregoing, the ***Ozment*** court tells us "foreseeability alone is not sufficient. Before imposing a duty on defendant, the likelihood of injury, the magnitude of the burden of guarding against it and the consequence of placing that burden on defendant must also be taken into account." In other words, it is difficult to foresee how the Job Service could ever guard against the type of attack which occurred in this case without personally inspecting all the applicants it is referring and personally inspecting all of the prospective employers to whom it refers. This would obviously put such a manpower burden upon the Job Service as to **threaten** to put **it out of business. If** that were to happen, the logical consequence would be that the purpose of the program would be totally frustrated.

Claimant, at the hearing before the commissioner, made a lot of the fact that the Job Service personnel violated their own regulations in the referral in this case. The State has cited the case of ***Carev v. State*** (1982), *35* Ill. Ct. Cl. 96 for the proposition that the failure to comply with regulations was not the proximate cause of the injury. The Court agrees with that conclusion in the sense that the failure to comply with their own regulations relates to the issue of foreseeability. In other words, the fact that the violation existed does not alter the fact that the criminal conduct which took place here was not foreseeable by the State in its position as a job referral agency. Therefore, the fact that the regulations were ignored is not a proximate cause of the injury sustained by Claimant in the death of decedent.

In view of the law set forth above, it is the Court's opinion this claim should be denied and no award granted.

## ORDER ON DENIAL OF REHEARING

**HOLDERMAN, J.**

This matter comes before the Court upon Claimant's motion for a rehearing or, in the alternative, for a new trial.

The Court filed an opinion in this case on November 7, **1985,** in which it refused to allow compensation to Claimant.

Claimant Tameaka Wells is the daughter of decedent, Cheryle Denise Ramsey, who was murdered while in the employ of the Illinois Job Service when she was sent to a home in response to a call for a baby-sitter.

Ordinarily, motions for new trials are addressed to the sound discretion of the trial court. (*In re Marriage of Hopkins* (1982), **106** Ill. **App.** 3d **135, 435** N.E.2d 897.) Generally motions for a rehearing include reconsideration by the trial court for a "misapprehension" of law as found in *Fulwider v. Fulwider* (1972), 81 Ill. App. 3d **581,** 290 N.E.2d 264. On other occasions, such motions purport to present "newly discovered" evidence for the court's consideration. (*Drury v. Catholic Home Bureau* (1966), *34* Ill. 2d **84,** 213 N.E.2d 507.) Claimant in this case does not purport to present any new evidence. Rather, she argues that the evidence on the record supports her conclusions that the Court has misinterpreted the law as applies to the facts in this case. She concludes, on page **3** of her brief, that "Claimants also believe that the State has additional duties to the young and naive in protecting them when the State assumes the Job Service responsibility.''

The effect of Claimant's argument is to ignore the cases referred to in the Court's opinion regarding

intervening criminal conduct. Her conclusion that the State has additional duties to persons of tender years has the effect of grafting a new "tender years" exception onto the "special relationships" referred to in section **316** of the ***Restatement*** *of Torts* which is cited by the Court in its opinion. It is apparent from her argument that the Court did not misapprehend the law, but rather Claimant wishes to change the law by placing a new duty on the State which did not exist prior to this time.

Claimant also addressed the issue of foreseeability in her motion by arguing that the record clearly establishes that the State should have foreseen the danger to decedent. **This,** however, constitutes rehash of the facts previously considered by the Court in its initial consideration of this case. Claimant now **asks** the Court to reach a different conclusion because she is dissatisfied with the initial opinion. There is no attempt to present any new factual data for the Court's consideration. Even if such new facts were purported to be presented, she would have the burden of convincing the Court that her new evidence was not discoverable prior to trial. *Drury* ***v.*** *Catholic* ***Home Bureau*** (1966), 34 Ill. 2d ***84,*** **213** N.E.2d *507.*

Claimant's alternative motion for a new trial likewise is addressed to the discretion of the Court. She presents no new facts which might convince the Court to initiate a new evidentiary proceeding in this case; rather, her motion constitutes a reargument of the facts and conclusions which were previously rejected by the Court in its original opinion.

Claimant's motion for a rehearing or, in the alternative, for a new trial is hereby denied.

(No. 81-CC-0982—Claim denied.)

**EDWARD LEE OWENS,** Claimant, *v.* **THE STATE OF ILLINOIS,** Respondent.

**Opinion filed *September 20, 1985*.**

**EDWARD LEE OWENS,** pro se, for Claimant.

**NEIL F. HARTIGAN,** Attorney General **(SUE MUELLER,** Assistant Attorney General, of counsel), for Respondent.

BAILMENTS—***State's*** **duty regarding *inmate's* property.** The State has a duty to exercise reasonable care to safeguard and return an inmate's property when it takes actual physical possession of such property during transfers or when the institution receipts for such property.

**SAME—constructive bailment recognized. An** actual contract or one implied in fact is not always necessary to create a bailment where one person has lawfully acquired possession of personal property of another and holds it under circumstances whereby he ought to keep it safely and restore it or deliver it to the owner.

NEGLIGENCE—***presumption*** **of negligence arises from *loss* of bailed property.**

PRISONERS AND INMATES—***injured*** **inmate taken *to* hospital for treatment—property in cell lost—claim denied. An** inmate's claim for the loss of his personal property was denied where the evidence established that his property was stolen or damaged while he was receiving treatment for injuries received when he was away from his cell, since there was no evidence that the property ever came into the exclusive possession of the State for purposes of requiring the State to come forward with proof of due care.

**RAUCCI, J.**

Claimant, an inmate of an Illinois penal institution, has brought this action to recover the value of certain items of personal property he allegedly possessed while incarcerated. Claimant contends that the property in question was lost while in the actual physical possession of the State of Illinois, and that the State of Illinois is liable as a bailee for the return of that property.

This Court has held in Doubling *v.* State, 32 Ill. Ct. Cl. 1, that the State has a duty to exercise reasonable care to safeguard and return an inmate's property when it

takes actual physical possession of such property, as during the course of the transfer of an inmate between penal institutions, or when the institution receipts for property.

While bailment is ordinarily a voluntary contractual transaction between bailor and bailee, various types of constructive and voluntary bailments have been recognized:

"A constructive bailment can be created between an owner of the property and one in possession thereof." ***Chesterfield Sewer & Water, Inc. v. Citizens Insurance Co. of New Jersey*** (1965), *57* 111. App. 2d 90,207 N.E.2d 84.

In ***Chesterfield,*** the Court quotes from ***Woodson v. Hare,*** *244* Ala. 301, 13 So. 2d 172, 174, as follows:

"An actual contract or one implied in fact is not always necessary to create a bailment. Where, otherwise than by mutual contract of bailment, one person has lawfully acquired the possession of personal property of another and holds it under circumstances whereby he ought, upon principles of justice, to keep it safely and restore it or deliver it to the owner, such person and the owner of the property are, by operation of law, generally treated as bailee and bailor under a contract of bailment, irrespective of whether or not there has been any mutual assent, express or implied, to such relationship."

The loss or damage to bailed property while in the possession of the bailee raises a presumption of negligence which the bailee must rebut by evidence of due care. The effect of this rule is not to shift the ultimate burden of proof from the bailor to the bailee, but simply to shift the burden of proceeding or going forward with the evidence. ***Bell v. State,*** 32 Ill. Ct. Cl. 664; ***Bargas v. State,*** 32 Ill. Ct. C1.99; ***Romero v. State,*** 32 Ill. Ct. Cl. 631; ***Moore v. State, 34*** Ill. Ct. C1.114.

In this case, Claimant was injured while away from his cell and was immediately transported from medical service to St. Joseph Hospital.

Upon his return to infirmary status at the institution wherein he was an inmate, his private personal property was damaged or stolen. Claimant did not know what

happened to his property at the time he was hospitalized. Claimant admits that he had **a** cellmate.

Under these circumstances, no presumption arises regarding the responsibility of Respondent and Respondent is not required to come forward with proof of due care. There is no evidence in the record from which it could be determined that Claimant's personal property came into the exclusive possession of Respondent so that upon its loss or destruction Respondent would be under **a** duty to proceed with proof as to the care that was given the Claimant's property.

It is therefore ordered that the claim is denied.

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(No. 81-CC-1602—Claimant awarded $82,000.00.)

**WIL-FREDS, INC.,** Claimant, *v.* **THE STATE OF ILLINOIS, Respondent.**

Opinion filed November ***18,1985.***

O'HALLORAN, LIVELY & WALKER, for Claimant.

NEIL F. HARTIGAN, Attorney General (ERIN M. O'CONNELL, Assistant Attorney General, of counsel), for Respondent.

CONTRACTS—*school* construction delayed—State at *fault—stipulation*—claim awarded. A contractor involved in the construction of a school was kept from completing the work in a timely manner because the State failed to make the project site available, and pursuant to a stipulation resulting from arms-length bargaining, an award was granted the contractor to cover the increased costs associated with the performance of the work under the contract after the delay.

MONTANA, C.J.

This cause comes before this Court on **a** stipulation for the entry of judgment submitted by the parties. This

is a breach-of-contract claim arising out of the construction of the West Pullman Nansen Elementary School (the "project") in Chicago, Illinois.

The overall project consisted of three sequential phases, each being the subject of a separate contract with the Capital Development Board (the "CDB"). Claimant was the Phase III contractor. Because the phases were sequential, Claimant could not commence its Phase III work until the first two phases were completed.

On October 4, 1978, Claimant received authorization from CDB to proceed with Phase III contract work at the project. Pursuant to the contract, Claimant was to complete its work within 330 days as measured from the date of the notice of award of the contract, August 22, 1978. This established a July 17, 1979, completion date for Claimant for its work on the project. Except for some minor change order work done in February 1979, Claimant could not commence its work until March 20, 1979. It is this delay between October 1978, and March 1979, that has given use to the claim herein.

In its amended complaint, Claimant alleged that CDB breached the contract through its failure to make the project site available to Claimant in a timely manner such that Claimant could perform its work within the time contemplated by the parties at the time of bidding. As a result of this delay, Claimant has alleged that it suffered damages in the amount of $128,030.00 associated with its increased cost of performance of its work under the contract.

After extensive review of Claimant's supporting records by representatives of CDB and following lengthy negotiations between the parties, CDB has stipulated and agreed that Claimant was prevented from

proceeding with its work on a timely basis and, for purposes of this claim only, admits liability under the amended complaint.

Because of the time and expense of trial and the vagaries of proof associated with this type of claim, the parties have stipulated and agreed that judgment should be entered in Claimant's favor in the amount of $82,000.00.

Although this Court is not bound by any stipulation, it is not the practice of this Court to interpose controversy between the parties where none seems to exist. The instant stipulation appears to have been entered into after careful consideration of the facts and applicable law by authorized representatives of the parties regarding delay damage claims under State construction contracts. The amount agreed upon seems to have resulted from the give and take associated with arms-length bargaining. This being the case, this Court sees no reason not to honor the stipulation of the parties.

It is hereby ordered that Claimant, Wil-Freds, Inc., be awarded the sum of eighty-two thousand and 00/100 ($82,000.00) dollars in full and complete satisfaction of all its claims herein.

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**(No. 81-CC-1866—Claimant awarded $45,000.00.)**

**CAROLYN TONEY,** Claimant, *v.* **THE STATE OF ILLINOIS,** Respondent.

*Opinion filed* November **12,1985.**

STEINBERG, BURTKER & GROSSMAN, LTD., for Claimant.

NEIL F. HARTIGAN, Attorney General (JAMES TYSON, Assistant Attorney General, of counsel), for Respondent.

STIPULATIONS—*patient at mental health center injured in suicide attempt—proper precautions not taken—award granted.* **Based on the joint stipulation of the parties, an award was granted for the injuries sustained by an inmate at a mental health center when she attempted to commit suicide by jumping through a window in her room, since the State had knowledge of the need for suicidal precautions and failed to take the necessary steps.**

HOLDERMAN, J.

This is an action to recover for personal injury sustained by the Claimant Carolyn Toney on February 24, 1979, while she was an inpatient at Respondent's State of Illinois, Tinley Park Mental Health Center when she attempted suicide by jumping through a glass window of her second floor room.

That since the initiation of this claim, the parties have engaged in extensive discovery and the Court has conducted several hearings at which time it determined that the Claimant was incompetent at the time she was injured during her suicide attempt on February 24,1979. The parties have therefore entered into a joint stipulation to resolve the instant case.

This Court therefore finds that based upon the parties' joint stipulation, the Claimant was injured when she attempted suicide by jumping through an unprotected glass window from the second floor of the Tinley Park Mental Health Center on February 24,1979. That at the time of the occurrence, the Respondent had knowledge of the Claimant's need for suicidal precautions, yet it failed to take the necessary steps to initiate the same from which she was proximately injured. That as a result of the fall, the Claimant sustained lacerations to her right wrist, radial artery, median nerve and flexor tendons. Lacerations of her left heel were repaired and plaster casts were applied to both of her lower limbs and

right upper limb for fractures. She was hospitalized at South Suburban Hospital, Hazelcrest, Illinois, and University of Illinois Hospital, Chicago, Illinois, through April **21,** 1979. The parties have further agreed that it is in their respective best interests to stipulate to these facts and to agree that the sum of forty-five thousand ($45,000.00) dollars be awarded the Claimant to fairly and reasonably compensate her for the injuries she sustained resulting from the occurrence in question.

It is hereby ordered that the Court finds the parties' joint stipulation to be fair and just and that the sum of forty-five thousand ($45,000.00) dollars be awarded to the Claimant, Carolyn Toney, in full satisfaction of any and all claims presented to the State of Illinois under the above captioned cause.

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**(*No.* 81-CC-2346—Claim denied.)**

**MINNIE HOEKSTRA, Claimant, *v.* THE STATE OF ILLINOIS, Respondent.**

***Opinion filed December 21,1984.***

***Order on petition for rehearing filed February 27,1985.***

***Order filed August 8,1985.***

**JOHNSON & WESTRA**, for Claimant.

**NEIL F. HARTIGAN,** Attorney General (**JOHN J. PERCONTI,** Assistant Attorney General, of counsel), for Respondent.

*NEGLIGENCE—burden of proof in negligence action.* **The burden of proof in a negligence action is upon Claimant, and Claimant must prove by a preponderance of the evidence that the State was negligent, and that such negligence was the proximate cause of Claimant's damages.**

SAME—*State is not insurer of persons using its facilities.* **The State only**

owes the users of its facilities a duty of ordinary care in maintaining its premises in a reasonably safe condition, since the State is not an insurer of those who decide to use its facilities.

SAME—*slip and fall at leased State facility—claim denied.* Where the Claimant slipped and fell on an allegedly icy walkway at a leased driver's license facility, her claim for the injuries sustained was denied, since the terms of the lease placed the burden of keeping the premises clean upon the owner, and Claimant had already collected a sum for the injuries from the landlord and another person.

PRACTICE AND *PROCEDURE—rehearing allowed where dismissal order was entered before expiration of time to file reply brief.* The Court of Claims vacated its prior order of dismissal and granted Claimant's petition for rehearing, where the record showed that the order of dismissal was entered before the expiration of the time allowed for Claimant to file her reply brief.

**HOLDERMAN,** J.

This is a claim brought by Claimant for damages for personal injuries sustained by her on January **7, 1981,** when she fell on a patch of ice outside the rear entrance of the Secretary of State's driver's license facility in Lombard, Illinois.

. The Secretary of State occupied the facility building, located in a shopping mall, under the terms of a lease introduced into evidence **as** Respondent's exhibit No. **1.** In addition to the use of the building, the Secretary of State also had available to it, adjacent to the building, a certain amount of blacktopped parking space for test lanes.

**As** a result of an action brought by Claimant in the Circuit Court of Du Page County, Illinois, Claimant recovered from the lessor and another party the sum of **$7,000.00.** She also received **$2,227.75** from Medicare and Blue Cross/Blue Shield for her medical bills.

The evidence in the record was mainly the testimony of Claimant and one of the employees of the Secretary of State's office. They directly contradicted each other.

Lawrence Sebastian, an examiner at the driver's license station, testified that on January 7, 1981, he arrived at work at approximately 7:30 a.m. and that the day was cold and clear. He testified it was the landlords responsibility to remove the snow from the parking lot, including the rear entrance to the facility, and to salt the parking lot, including the rear entrance to the facility. He testified that after he arrived at work, he began getting cars lined up in the test lanes and heard a scream. He looked over at the rear entrance and saw that Claimant had fallen to the ground. He and another man went over to Claimant, helped her up, walked with her into the waiting room, and had her sit down in a chair. He further testified that the surface of the parking lot was clean and clear and there was salt on the pavement of **the rear entranceway to the facility.**

He testified that he and other employees of the Secretary of State shoveled snow from the rear entranceway and salted it and that this was on a voluntary basis. He stated they had some pails of rock salt they kept in a back room of the building as well **as** some snow removal equipment.

He further testified that the entrance to the rear of the building where Claimant fell was dry and there was rock salt on it, and that it was the obligation of the landlord to remove snow and ice, and the lease itself stated it was the obligation of the owner of the building, or landlord, rather than the tenant, to keep these premises clean and safe.

Claimant testified she and her husband arrived at the area about 800 a.m. and there was snow piled up against the building where it had been pushed to clear the parking lot and that the parking lot had been cleaned

of snow. She further testified that directly in front of the door at the rear entrance to the building there was a large patch of ice with some small dry spots and she endeavored to use the dry spots but slipped and fell. She stated her husband preceded her and he had opened the door and gone into the building at the time she fell. She stated she fell rather hard on her buttocks. She was helped to a chair by two "policemen." She stated she did not see any salt on the ice on which she claims she fell.

The lease was introduced into evidence and had a clause to the effect that it was the landlords obligation to keep the premises free and clear so they were safe for use by individuals who might be going in the Respondent's office.

At the hearing before Commissioner Simpson, Claimant tried to have introduced into evidence an alleged conversation between two men dressed in officer's uniforms in which they said they should have salted or shoveled that morning. No proof was introduced into the record showing who the so-called officers were, and whether 'theywere employees of the State of Illinois, the Secretary of State's office or police officers is not known. The commissioner properly ruled this was strictly hearsay evidence since there was no identification of the officers who made the alleged statements.

This Court has repeatedly held that the State is not an insurer of individuals who decide to use its facilities, and that the Respondent owes Claimant a duty of ordinary care in maintaining its premises in a reasonably safe condition. ***(Fleischer v.*** State (1983), 35 Ill. Ct. Cl. 799.) The Court also calls attention **to** the fact this was not a State-owned property but one that was leased, and

the lease placed the duty of keeping the premises clean upon the owner of the property. This Court has further held that the burden of proof in a negligence action is upon Claimant and that Claimant must prove by a preponderance of the evidence that the State was negligent, that such negligence was the proximate cause of the damages, and that Claimant was not contributorily negligent. (See ***Hill v. State*** (1978), 32 Ill. Ct. Cl. **482;** ***Levy v. State*** (1958), 22 Ill. Ct. Cl. **694.)**

The Court calls attention to the fact that Claimant has already collected for injuries complained of which would indicate she was of the opinion somebody else was responsible for the injuries she sustained.

Claimant having failed to meet the burden of proof required, award is denied, and this cause is dismissed.

## ORDER ON PETITION FOR REHEARING

HOLDERMAN, J.

This matter comes before the Court upon petition for rehearing filed by Claimant.

Claimant's petition states that the Court entered an order of dismissal before Claimant had filed her reply brief. The record indicates that Claimant's time to file brief and argument was January **2, 1985,** and on December **21, 1984,** the Court entered its order.

The Court confesses its error in this matter and grants Claimant's petition for rehearing. The Court therefore invalidates its order of December **21,1984,** and gives Claimant **60** days from the date of this order in which to file any additional briefs, if so desired, and gives Respondent an additional 60 days after Claimant's filing, if any, to reply to said brief.

The Court's order of December 21, **1984,** is hereby vacated.

ORDER

**HOLDERMAN, J.**

This matter comes before the Court after having received the briefs filed by Claimant and Respondent. An order was previously entered by this Court on December 21, **1984,** denying Claimant an award.

The Court having read the briefs of the parties hereto and being fully advised of this cause, it is still of the opinion that the Court's original decision denying an award to Claimant was correct.

The Court again calls attention to the fact that the State is not an insurer of individuals who decide to use its facilities and the only obligation on the part of Respondent is that of ordinary care in maintaining its premises in a reasonably safe condition. The Court also calls attention to the fact that the property in which the accident occurred was not a State-owned property but one that was leased and the lease specifically provided for the care and maintenance of said property.

The State further calls attention to the fact that Claimant has already collected for injuries from the property owner and other parties involved.

The Court hereby reaffirms its decision to deny Claimant an award in this case and adopts its opinion of December **21, 1984,** as its final decision.

**(No. 81-CC-2573—Claimants awarded $9,520.00.)**

JEFFREY W. POWELL, a minor, by his mother and next friend, Violet G. Powell, and CHRISTOPHER J. POWELL, a minor, by his mother and next friend, Violet G. Powell, Claimants, *v.* THE STATE OF ILLINOIS, Respondent.

**Opinion filed *July* 31, 1985.**

KNUPPEL, GROSBOLL, BECKER & TICE, for Claimants.

NEIL F. HARTIGAN, Attorney General (SUE MUELLER, Assistant Attorney General, of counsel), for Respondent.

**HIGHWAYS—*collision with snowplow—claim allowed*. The Claimants were granted an award for the personal injuries sustained when the truck in which they were passengers struck a snowplow which was attempting to make a U-turn while clearing snow and ice at an intersection, since the evidence established that the Claimants were not contributorily negligent, and the snowplow was making an unexpected turn without a proper lookout.**

PATCHETT, J.

This is a claim for personal injury filed on behalf of two minors by their mother, Violet G. Powell. The claim arises as a result of a collision between a truck driven by Joseph Powell, father of the minor children, and William A. Crum, a State employee. The accident occurred on November 27, 1980. The weather conditions were snow with wet roadway conditions. The accident occurred at the intersection of U.S. Route 67 and Illinois Route 103 in Schyler County, Illinois, at approximately 8:30 a.m.

The evidence indicates that the highway truck driven by State employee Crum was clearing the aforesaid intersection of snow and ice on the roadway. Driver Crum was clearing each of the four parts of the intersection by clearing one side of the roadway and by making a U-turn to clear the same section of intersection heading in the opposite direction.

As Crum attempted to make a U-turn, his State

truck was struck on the left side of the snowplow by the truck driven by Joseph Powell. The Claimants, Jeffrey W. Powell and Christopher J. Powell, were passengers in the cab of the pickup truck. The Claimants, Jeffrey W. Powell and Christopher J. Powell, were taken from the scene to the hospital, treated, and released. Christopher J. Powell's lacerations required stitches, while the laceration on Jeffrey W. Powell's head was treated with butterfly tape.

The evidence clearly shows that Mr. Crum was pulling off the right side of the highway prior to making a contemplated left U-turn. The evidence is in conflict as to what, if any, turn signal he had on. However, we feel that this type of driving, especially involving this type of truck, clearly showed the lack of a proper lookout. A left U-turn, from that position, was unusual and not to be expected by a reasonable driver. Further, we find that it was reasonable for Joseph Powell to attempt to pass a vehicle which had pulled off the shoulder of the road. Therefore, we find that there is liability on the part of the Respondent to the Claimants from this collision. Further, from examining the evidence in the record we find no evidence of contributory negligence which could be imputed to the minor Claimants.

As to the amount of damages, the actual medical bills incurred were $214.00. The Claimant, Christopher Powell, a child of three months of age at the time of the accident, received severe lacerations, requiring stitching. This left two permanent scars on his forehead. It is further obvious that the child would have incurred pain and suffering as a result of such an injury. Therefore, we award the Claimant, Christopher J. Powell, a sum of $2,020.00, said sum reflecting the $20.00 medical bill incurred as a result of his treatment and $2,000.00 to

represent pain and suffering and damages from permanent scarring of a slight nature on his forehead.

We further award the Claimant, Jeffrey W. Powell, the sum of *$7,500.00* reflecting the actual medical bills of approximately $194.00 incurred on his behalf, the long history of headaches reported subsequent to this collision, and pain and suffering received as a result of this accident and other damages as a result of this collision.

Therefore, we make a total award of $2,020.00 to Christopher J. Powell, to be made payable to Violet G. Powell upon a showing of appropriate guardianship for the use and benefit of Christopher J. Powell, and an award of *$7,500.00* to Jeffrey W. Powell, to be made payable to Violet G. Powell upon a showing of appropriate guardianship for the use and benefit of said minor child, Jeffrey W. Powell.

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**(Nos. 81-CC-2656, 82-CC-1043 cons.—Claims denied.)**

HAROLD WEBEE, Guardian of the Estate of Aimee Mane Clark, A Minor, and DEBRA G. CLARK, Claimants, *v.* THE STATE OF ILLINOIS, Respondent.

**Opinion *filed September 23,1985.***

HOLLEY, KEITH & MEHLICH, GIFFIN, WINNING, LINDNER, COHEN & BODEWES, P.C., and BOWEN, MILLER & TURNGATE (JOHN KEITH, SUE E. MYERSCOUGH, and MARK TURNGATE, of counsel), for Claimants.

NEIL F. HARTIGAN, Attorney General (SUE MUELLER and G. MICHAEL TAYLOR, Assistant Attorneys General, of counsel), for Respondent.

HIGHWAYS—***duty to State to maintain highways.*** State has duty to exercise reasonable care in the maintenance and care of its highways, in order that defective and dangerous conditions likely to injure persons using the highways shall not exist.

SAME—***defective condition—notice must be shown.*** Local entity is not liable for injuries unless it has either actual or constructive notice of the condition that is not reasonably safe for a sufficient time prior to injury to have taken corrective action.

***SAME—stop sign missing—no notice to State—Claimant failed to yield—claim denied.*** Award for injuries resulting from automobile accident which occurred when Claimant failed to yield at intersection in which stop sign was missing, denied as evidence failed to establish that State had actual or constructive notice that sign was not in place and evidence indicated that Claimant had a duty to yield to vehicle approaching from the right at an uncontrolled intersection.

POCH, J.

Claimants seek recovery for damages arising out of an automobile accident on December 1,1979. Evidence concerning the facts was heard by a commissioner of this Court.

The following summarizes the evidence.

On December 1,1979, the Claimant, Debra Geralyn Clark, now Debra Geralyn Davis, was the driver of a Dodge Coronet automobile, traveling in a northerly direction on a township road in Noble Township, Richland County, Illinois. Aimee Marie Clark, age two, being the daughter of Debra, was a passenger in the front seat of the car being driven by her mother. The township road on which Debra and Aimee were traveling had a gravel surface and intersected to the north with State Highway 250. Debra Clark testified that she had never traveled on this country road before this day.

. Gregory A. Amerman was traveling west in his car on State Highway 250, approaching the intersection of that highway with the township road upon which Debra and Aimee were traveling.

At such intersection on December 1, 1979, at approximately 12:30 p.m., Debra's car failed to stop before entering the intersection and was struck on the right side by the car being driven by Mr. Amerman. The collision caused both vehicles to leave the intersection and to come to a stop in a field to the northwest of the intersection.

At the time of the accident there was no stop sign in place to control the traffic traveling north on the township road at the point of its intersection with State Highway 250. The terrain in the area of the intersection is generally flat, and at a distance of 200 to 300 feet from the intersection with Route 250 a driver has a clear view of approaching westbound vehicles on Route 250, from a minimum of 400 feet to the east. Because of the flat approach to the intersection with Route 250, the intersection is visible for a great distance to a northbound driver such as the Claimant. At the time of the accident the weather conditions were clear and most of the crops planted in the vicinity of the accident had been harvested, thereby eliminating possible obstruction of view.

The Respondent, through the Department of Transportation, was responsible for the maintaining of such stop signs, and pursuant to the Department of Transportation's policy made annual inspections of all signs, the last of which, in the matter before the Court, was made on February 20, 1979, at which time it was found to be in place. Throughout the rest of the year, the Department of Transportation merely depended upon reporting of missing signs by law enforcement agencies, local Department of Transportation employees, and private citizens.

Although the Respondent did not have actual notice

of the missing sign prior to the accident, Claimant relies on the theory of constructive notice in that a number of Illinois State Police regularly patrolled the State highway, including the portion at the intersection with the township road. Claimant also relies on testimony to the effect that two local Department of Transportation employees travelled the said State highway on an "everyday" basis.

John Muhn, a witness for the Claimant, testified that he knew the sigh was missing for a period of one month to six weeks in that he travelled the State highway on a daily basis, but did not report it because of the frequency of travel of Department of Transportation trucks and State police.

State Trooper Charles Martin testified that while at the accident scene he was told by others that the stop sign had been missing for approximately 30 days. It is also noted from testimony of witnesses at the scene

and not on the ground.

There is no question that Debra Clark and Aimee Clark both received serious injuries from the accident.

There is no question but that the State of Illinois through the Department of Transportation had the duty to maintain and repair the stop sign controlling the northbound lane of traffic to the township road which intersected with State Highway 250.

The State of Illinois does have the duty to exercise reasonable care in the maintenance and care of its highways, in order that defective and dangerous conditions likely to injure persons using the highways shall not exist. *Crouchet* v. *State,* 21 Ill. Ct. Cl. 157; Thompson v. *State,* 24 Ill. Ct. Cl. 219.

In ***Di Ori v. State,*** 20 Ill. Ct. Cl. **53,** the Court of Claims has applied the same rules of law pertaining to notice in suits against the State involving defects in highways as pertain to suits against municipalities involving injuries caused by defective conditions in sidewalks. That rule of law provides that a local entity is not liable for any injury unless it has either actual or constructive notice of the condition that is not reasonably safe for a sufficient time prior to the injury to have taken corrective action. ***Baker v. City of Granite City*** (1979), **75** Ill. App. 3d **157,160,394** N.E.2d 33.

Since the Claimant concedes that there was no evidence that the Respondent had actual notice, it must rely on the theory of constructive notice. The Claimant maintains that by the exercise of reasonable care and diligence, the Respondent might have known of the condition, and cites ***Baker, supra.***

The question then is whether or not the Respondent failed to exercise ordinary care in not replacing a sign that had been missing for approximately 30 days, given the facts of daily travel on the State highway, intersecting with the township road, by Illinois State troopers and Department of Transportation maintenance trucks, and was, therefore, the proximate cause of the accident in question.

Whether the Respondent is to be charged with constructive notice that a stop sign is missing depends upon the facts of the particular case. ***(King v. State, 30*** Ill. Ct. Cl. **457.)** The evidence at trial indicated that the sign was missing for a period of a month, possibly as long as six weeks. Although this may appear to be a long period **of** time, it should be noted that the absence of a stop sign on a rural, gravel-topped road is not likely to

be noticed as quickly as on a major thoroughfare. *(King, supra,* at **459.)** In *King, supra,* this court declined to find liability where the missing stop sign was located in a small town, and the sign had been down for approximately three weeks. Although in the instant case, the sign may have been down for a longer period of time, it should be noted that a sign on a lightly traveled rural road is less likely to be noticed than one located in a small town or village, as in *King.* Hence, a longer period should be allowed, before the Respondent is charged with constructive notice.

The evidence indicated that District **7** contains **200** miles of interstate, **1,200** miles of primary non-interstate road and over **25,000** signs. All signs are inspected at least once a year. The sign was inspected on February **20,1979,** and found to be in good order.

The testimony in the record indicates that annual inspection is sufficient to determine whether a sign is adequately attached to its post, and it is unclear as to whether semiannual or even quarterly inspections would have revealed the absence of the sign. The sign was not found in the vicinity of the post, and, therefore, it would be reasonable to conclude that the sign was stolen or removed by an unknown person. **If** the sign was so removed, then, only constant and continuous inspection of all signs in the district would be effective to prevent the removal thereof. In view of the number of signs in the district, such a requirement would be unreasonable.

It should be noted that Claimant's evidence does not conclusively establish that the Respondent's employees were in a position to notice the missing sign. Testimony of Trooper Charles Martin establishes that he travels on Route 250 approximately every other day. There is no evidence in the record to establish that

Trooper Martin, or any other trooper, regularly traveled the gravel township road upon which Debra Clark was traveling. Nor is there any evidence to suggest a reason why Trooper Martin, or any other trooper, should routinely patrol such a minor, unpaved, country road.

We do not believe that a finding of constructive notice is justified under these facts and circumstances.

Aside from the question of notice hereinabove discussed, we are of the opinion that the evidence supports a finding that the proximate cause of the accident was Claimant Debra Clark's failure to yield to oncoming traffic from her right upon entering the township road intersection with the State highway.

In addition to the statutorily imposed duty to yield to traffic approaching from the right, other factors required the Claimant to yield to the Amerman vehicle. Given the fact that the Claimant was traveling on a gravel road preparing to intersect a State highway, she was on notice that "she was approaching an intersection with a preferential highway even though she saw no stop sign." (*King v.* State (1975), 30 Ill. Ct. Cl. 457,463.) The Claimant also testified that in all of her prior experiences with intersections such as this one, there had been a stop sign in favor of the highway traffic. Given this awareness, it was incumbent upon the Claimant to yield to any approaching traffic. Had the Claimant been in the exercise of proper care for her safety and the safety of others, she would have seen the approaching Amerman vehicle. From the evidence adduced through testimony of witnesses and exhibits admitted into evidence, it is reasonable to conclude that Claimant Debra Clark's failure to yield was the proximate cause of the accident.

Based on the foregoing, it is hereby ordered that these claims be and hereby are denied.

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(No. 81-CC-2740—Claimant awarded $30,000.00.)

JACK R. ROACH, Claimant, *v.* THE STATE OF ILLINOIS, Respondent.

*Opinion filed January 8, 1986.*

LYNCH & BLOOM, for Claimant.

NEIL F. HARTIGAN, Attorney General (SUE MUELLER, Assistant Attorney General, of counsel), for Respondent.

HIGHWAYS—*hole in highway—accident—claim allowed.* Award granted for damages sustained by Claimant when his motorcycle struck a hole or depression in road causing him to be thrown from his motorcycle, where evidence established that the road maintained by State was rough and in need of resurfacing, no warning signs were posted, and Claimant who was driving within speed limit and wearing safety helmet, was in exercise of due care.

RAUCCI, J.

This claim arises out of a motorcycle accident which occurred on or about August 31, 1980, in the vicinity of mile marker 15.00 on Route 24, a State highway. The Claimant was proceeding south on said Route 24, on a 1974 Kawasaki 900 motorcycle. He then struck a hole or depression in the pavement, which was not visible to him prior to the accident. He stated that he was traveling approximately 40 miles per hour in a 45 mile-per-hour zone when he struck the hole. As a result of striking the hole, he was thrown from his motorcycle. He sustained abrasions, palpation crepitations over the right clavicle, a comminuted fracture of the right clavicle, and a fracture of the neck of the right scapula.

Charles A. King, Sr., a police officer, testified via an evidence deposition. He testified that a prior motorcycle accident had occurred at approximately the same location on or about August 3, 1980. He further testified that road conditions at the point in question were rough, and in need of resurfacing both on August 3, 1980, and still on August 31, 1980. The Respondent called Mr. Kris Jain, a civil engineer employed with the Department of Transportation of the State of Illinois. Mr. Jain testified that the road conditions were rough at the scene of the accident. He further testified that there were no signs warning of "rough road." He did testify that there was a sign which said "Road Construction Ahead."

It appears that the Claimant did exercise due care for his own safety at the time of the accident. The Claimant testified that he was driving within the speed limit and wearing a safety helmet when he struck the hole on August 31,1980. There was no evidence to refute this. That the two accidents occurred at the same point over a period of 28 days clearly indicates that the State was negligent in its failure to notify the public of this specific hole, or to undertake proper repairs.

We cite the case of *Coughan v. State* (1974), 29 Ill. Ct. C1.434, for the provision that the State is negligent if a hole exists in the pavement which, because of its size and length of time it has existed, the State should have known about.

Further evidence indicated a State engineer drove on this roadway every day. This is also evidence of negligence. The hole was not repaired, and sufficient warning signs were not placed along the roadway.

Accordingly, we find for the Claimant. The Claimant suffered $4,140.40 in lost wages, and approximately $3,021.15 in medical expenses, repair to the

motorcycle, and loss of personal property. We therefore award the Claimant the sum of $30,000.00.

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(No. 82-CC-0492—Claimant awarded $1,350.00.)

**PETER** P. **GODELS,** Claimant, *v.* **THE STATE OF ILLINOIS,** Respondent.

***Opinion filed* August *7,1985.***

**SAIKLEY, GARRISON & KAGAWA, LTD.,** for Claimant.

**NEIL F. HARTIGAN,** Attorney General **(SUE MUELLER,** Assistant Attorney General, of counsel), for Respondent.

PUBLIC AID **CODE**—***public assistance lien defined.*** Public assistance lien is a general lien that, when filed, attaches to any property owned by recipients of public assistance.

**SAME**—***subsequent purchaser—public assistance lien invalid—claim allowed.*** Award in amount necessary to repay Claimant for release of public assistance lien allowed where Claimant purchased property from persons who had received public aid following sale of the property to Claimant resulting in public assistance lien on the real estate but had failed to record deed until after assistance was received as Claimant was not a subsequent purchaser within the meaning of the Illinois Public Aid Code and therefore did not have notice of the lien.

**PATCHETT,** J.

This cause was heard on a motion to dismiss before the entire Court, and oral argument was then and there presented. Following that hearing, the case was referred to Commissioner Barnes for a hearing. The case was then presented to the commissioner by way of stipulation. Pursuant to the stipulation, the commissioner wrote his report.

The evidence before us, pursuant to stipulation, establishes that the Claimant became the owner of a certain piece of real estate, located in the Village of

Tilton, by warranty deed executed and acknowledged on April 24, 1968, for the sum of $2,000.00 from Ira and Pearl Accord.

Pursuant to affidavit, the purchaser states the deed was delivered to him on the date that it bears, but that he did not record the deed until the year 1980. On October 3, 1969, the Illinois Department of Public Aid, hereafter referred to as IDPA, filed a notice of lien against the real estate in question and duly renewed said lien within the five-year period as provided by statute. The Claimant attempted to sell the real estate to third parties in the year 1980, at which time he was made aware that there was a $1,350.00 lien claim from the IDPA. The Claimant requested the IDPA to remove said lien, but they refused and accordingly he was required to pay $1,350.00 to obtain a release *so* as to convey merchantable title.

It is further noted for the record that Ira Accord and Pearl Accord had applied for public assistance in July of 1969, and were both granted the same in 1969, with medical assistance for Pearl Accord from June of 1969. There is some indication in the record that Ira Accord had received some benefits as far back as 1948 and into 1969, but we do not believe that this is relevant to our discussion. There is no allegation or stipulation that this transaction was other than an arms-length transfer of property for full value between nonrelated parties. Since this is the case, we are presented with a very narrow legal issue, being:

What is the effect, if any, of a public assistance notice of lien filed pursuant to section 3—10.2 of the Illinois Public Aid Code on a prior, but unrecorded, transfer of real estate? Ill. Rev. Stat., ch. 23, par. 3—10.2.

The law is quite clear that a transfer is effective

between parties upon delivery of a deed regardless of whether or not the State should receive any protection by virtue of the fact that the deed was not recorded. The 'public assistance lien is a general lien that, when filed, attaches to any property owned by the recipients. This is further shown by the specific statutory language in section **3—10.2,** which states, and we quote, "The lien shall be prior to any lien thereafter recorded or filed and shall be notice to a ***subsequent purchaser*** (emphasis added), assignor, or encumbrancer of the existence and nature of such lien." (Ill. Rev. Stat., ch. 23, par. **3—10.2.)** In our opinion, the Claimant does not move to the position of a subsequent purchaser simply because he did not record the deed. In support of this result, we would further refer the parties to the discussion by John Cribbet in his book, ***Principles of the Law of Property.*** In his discussion upon the law of recording, he bases the criterion for being protected on those who rely on the system. In other words, if you are a purchaser for value (BFP) or have lent money on reliance of a clear title, then obviously you would be protected against clouds, liens, or judgments on the premises. The State, however, does not meet this criterion. In fact, public aid is given on the basis of not having property of sufficient income. The State did not rely on any ownership of property to make such payments. Therefore, the lien was invalid.

The State then received a windfall from the Claimant due to the contractual pressures of his not being able to consummate a sale until he could convey merchantable title.

For all of the above reasons, this Court awards the Claimant the sum of **$1,350.00.**

(No. 82-CC-0578—Claim dismissed.)

DRAVO MECHLING, Claimant, *v.* THE STATE OF ILLINOIS, Respondent.

***Opinion filed August 15,1985.***

SNYDER & GERARD (S. MICHAEL RITTER, of counsel), for Claimant.

NEIL F. HARTIGAN, Attorney General (JOHN PERCONTI and JENNIFER DOVER, Assistant Attorneys General, of counsel), for Respondent.

NEGLIGENCE—***barge colliding with bridge—accident not proven—claim denied.*** In action for property damage and lost profits arising out of alleged collision of Claimant's barge with bridge operated by State, claim was denied as Claimant failed to prove that the collision occurred since neither the bridge tender nor the towboat pilot made a report of the collision as required and inspection of the bridge by bridge engineer revealed no damage to bridge indicative of a collision.

HOLDERMAN, J.

Claimant in this matter, Dravo Mechling, is the owner of a Towboat Barge Company which seeks to recover for damages to its barge DM-907 which it claims resulted from the barge's collision with the Cass Street bridge near Joliet, Illinois, on November 27, 1980. On that date, the LYNN B, a diesel-powered towboat pushing the tow, was proceeding southbound on the Illinois River toward Joliet, Illinois, with 11 barges in tow. The tow consisted of four barges on the port side, four barges in the center and three barges on the starboard side.

At a hearing held in this matter, Captain William Wince, the pilot of the LYNN B, testified that on the date of the alleged collision, barge DM-907 was the lead barge on the port side as the tow approached the Cass Street bridge. In his discovery deposition taken August 13,1984, he stated the barge in question was not the lead

barge but was the second barge on the port side as the tow approached the bridge. Evidence introduced showed that, as the LYNN B approached the bridge, the Captain sounded the proper signal from a boat for a bridge to open, which is one long blast on the boat's horn, which should be answered by the bridge tender with one long blast from the bridge siren or whistle and the switching on of the green visual signal lights. The evidence also shows that the pilot of the LYNN B did not receive any notice from the bridge tender that the bridge was going to open. The pilot testified that the traffic gates for the vehicular traffic over the bridge were still up, indicating the vehicular traffic was still crossing the bridge. He stated he was moving at about two miles per hour and the front of the tow was under the bridge when he reversed the engines. The Captain further testified that the lead barge number DM-907 struck the bridge causing damage to the barge.

There are many rules and regulations concerning accidents of this kind. One of these rules states that when a vessel collides with a bridge, the bridge tender is to write a report of the accident at once and send it to the bridge engineer, and it is a requirement that an accident report be made out on a standard form and submitted to the bridge engineer immediately following the accident. The rules further state that the accident report must be completed irrespective of any property damage or injury. The bridge operator is required by the rules to obtain every detail possible and include it in the accident report. The rules and regulations also provide that such a collision be entered in the bridge tender's log book and be correct and true as they form a permanent record of the operation of the bridge and it may be referred to later on in the case of controversy or lawsuit.

In this case, there was no entry in the bridge tender's log sheet to indicate an accident had occurred at the Cass Street bridge on November 27, 1980. No accident report pertaining to this collision was filed with the bridge engineer as required by the rules and regulations for the guidance of bridge tenders.

Although it is standard procedure for Claimant to report such accidents in the towboat pilot's log sheet, in this case there was no report of the alleged accident in the log sheets for the towboat, LYNN B, on November 27, 1980.

On November 29, 1980, the same tow struck a pier at a bridge at Ottawa, Illinois. An entry in the pilot's log referring to that incident states, "Rubbed bridge at Ottawa Highway, Barge **4815 sinking** Bow, **C.** Guard on." The Coast Guard was notified of this incident and the proper procedures were followed. This was in contrast to the alleged accident in Joliet, Illinois.

Mr. Karlton M. Keeney testified for Respondent. He is a bridge engineer and responsible for the operation and maintenance of moveable bridges in the Joliet, Illinois, area. He testified that on December 2, 1980, he personally inspected the Cass Street bridge and found no damage to the bridge.

It is standard procedure in accidents of this kind that the vessel master will notify the closest Coast Guard office. The Coast Guard then informs the marine safety office after which a Coast Guard 2692 form is sent to the vessel owner and an inspector sent out. Failure to report damage to a vessel within five working days after the accident was grounds in 1980 for a $100.00 fine.

In the present case, the Coast Guard was not notified of the alleged accident and the Coast Guard

form 2692 was never prepared. Captain Wince testified he had a radio on board but failed to report the accident. In addition, Captain Wince left the scene of the alleged accident, thereby depriving the Department of Transportation of the opportunity to inspect the allegedly damaged barge.

Claimant seeks to recover the sums it expended in the repair of said barge as well as lost earnings from the loss of use of the barge while it was being repaired.

In this case, the towboat failed to follow the prescribed procedures in reporting accidents of this kind. This is in direct contrast to the procedure followed after the collision at Ottawa, Illinois.

The evidence indicates it is unlikely the tow and the lead barge DM-907 struck the Cass Street bridge, since there is no such entry of such a collision in the pilot's log or the bridge tender's log. The fact that the bridge tender and the pilot both failed to make an entry of such an accident leads the Court to conclude that there was not any accident at the Cass Street bridge. This is further strengthened by the fact that the bridge engineer who examined the Cass Street bridge found no damage to the bridge or evidence of the barge striking said bridge. The fact remains also that the pilot of the tow never received the required response from the bridge tender and still proceeded to go under the bridge.

This Court is of the opinion there was not any accident on November 27, 1980, with the Cass Street bridge near Joliet, Illinois. This claim is dismissed.

(No. 82-CC-1395—Claim denied.)

WILLIE B. HADLEY, Claimant, *v.* THE STATE OF ILLINOIS, Respondent.

*Opinion filed September 11, 1985.*

WILLIE B. HADLEY, *pro se*, for Claimant.

NEIL F. HARTIGAN, Attorney General (SUE MUELLER, Assistant Attorney General, of counsel), for Respondent.

PRISONERS AND INMATES—*"prisoner pay" withheld during disciplinary segregation—claim denied.* **Inmate's claim for "prisoner pay" which he did not receive while in segregation at Menard Correctional Center was denied as institutional policy required that "prisoner pay" be withheld during periods of disciplinary segregation.**

POCH, J.

Claimant, an inmate of an Illinois correctional institution brought suit against Respondent for "prisoner's pay" of which Claimant was deprived while he was in disciplinary segregation, at Menard Correctional Center.

A hearing was held before a Commissioner of this Court.

Claimant's case rests on the theory that another inmate, one Wilson, who was housed in disciplinary segregation with Claimant at Menard Correctional Center, was paid "prisoner pay" while in disciplinary segregation and that, according to the policy of Menard Correctional Center, Claimant did not receive comparable "prisoner pay" while in circumstances identical to that of the inmate who did in fact receive "prisoner pay" for the same period of time.

The record in this cause establishes that institutional policy covering inmates subject to disciplinary segregation requires that their normal "prisoner pay" be withheld during periods of disciplinary segregation. The

record further demonstrates that the inmate in question, who apparently received "prisoner pay" for time spent in disciplinary segregation, received the pay as a result of the fact that the "ticket" pursuant to which that inmate was incarcerated in disciplinary segregation had been "expunged." The record further conclusively demonstrates that in such an incident, in accordance with institutional policy, the inmate's "prisoner pay" was reinstated and was paid to him for the period of time that the inmate **was** incarcerated in disciplinary segregation on the ticket that was later expunged.

Under these circumstances, Claimant's proof supports no theory of recovery against Respondent.

Based on the foregoing, it is hereby ordered that this claim hereby be denied.

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(No. 82-CC-1495—Claim denied.)

**HENRY HURST**, Claimant, *v.* **THE STATE OF ILLINOIS,** Respondent.

***Opinion filed September 20,1985.***

**HENRY HURST,** *pro* **se,** for Claimant.

**NEIL F. HARTIGAN,** Attorney General **(SUE MUELLER,** Assistant Attorney General, of counsel), for Respondent.

*PRISONERS AND* INMATES—*State* ***not an insurer of safety of inmate's property.*** State is not an insurer of the safety of inmates or of the preservation of inmate's personal property while in State institutions.

***SAME—inmate's property taken by other inmates—claim denied.*** Inmate's claim for property taken from him by other inmates denied as evidence established at institutional grievance proceeding that no agents of the institution available to, assist Claimant when his property was taken and Claimant offered no evidence to justify reversing the result of the institutional inquiry.

SAME—*inmate's property taken from his cell by other inmates—claim denied.* Inmate's claim for property taken from his cell by other inmates on theory that State was negligent in not locking his cell denied where property was not shown to be in possession of State or lost while in possession of agents of State and unexplained thefts from prisoner's cell cannot result in the award absent special circumstances.

**RAUCCI,** J.

Claimant, an inmate at an Illinois correctional institution, makes claim against the State of Illinois for loss of personal property by Claimant in an attack by other inmates, which allegedly occurred in the presence of unidentified personnel of Respondent.

On the occasion in question, Claimant was returning from the commissary with various items of commissary goods alleged by Claimant to total *$75.00.* Claimant alleges that he was attacked in plain view of Respondent's officers, who did not offer assistance so as to prevent the attack or Claimant's subsequent loss of personal property.

Additionally, Claimant seeks reimbursement for various items of personal property allegedly removed by other inmates from his cell as a result of a failure on the part of Respondent to deadlock Claimant's cell while Claimant was absent from the cell. **As** to this latter series of losses, Claimant alleges that other inmates were guilty of stealing his property.

First, with respect to the value of items allegedly removed from Claimant's cell, it has been the long-standing policy of this Court that such unexplained thefts from prisoners' cells cannot result in an award absent special circumstances, which do not appear of record in this case. There is no showing in the record that Claimant's personal property was ever in the possession of Respondent or was lost or misplaced while in the possession of Respondent's agents.

As to the allegations of Claimant regarding the incident first set forth above, it is noted that an institutional grievance proceeding filed by Claimant charging Respondent's agents with negligence in failing to come to Claimant's assistance resulted in an institutional decision that no negligence was indicated on the part of Respondent's agent. The record is silent as to sufficient proof to justify this Court in effect reversing the result of an institutional inquiry into this allegation of negligence on the part of Respondent's agent.

It should be noted that in the departmental report, Major McDonough, who did not testify at the hearing in this cause, stated that although he was aware Claimant was attacked by two residents in East Cell House, that there were no officers "around that could help Hurst."

The State is not an insurer of the safety of inmates or of the preservation of inmates' personal property while in State institutions.

It is therefore ordered that the claim is denied.

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(No. 82-CC-2330—Claim denied.)

MICHAEL E. RATTS, **Claimant,** *v.* THE STATE OF ILLINOIS, Respondent.

***Opinion filed*** **January 3, 1986.**

CALANDRINO, LOGAN & BERG (MICHAEL J. LOGAN, of counsel), for Claimant.

NEIL F. HARTIGAN, Attorney General (SUSANNE SCHMITZ and SUE MUELLER, Assistant Attorneys General, of counsel), for Respondent.

*PERSONAL INJURY—Safety of invitees—State not an insurer.* State is not an insurer of the safety of invitees, but must only exercise reasonable care for their safety.

*SAME—burden of proof is on claimant.* In action for personal injuries burden is on Claimant to prove by preponderance of the evidence that State breached its duty of reasonable care.

*SAME—injury to repairman—Claimant failed to prove agent of State negligent—claim denied.* In personal injury action alleging that State employee was negligent in turning on printing press while Claimant was working on it, claim was denied where Claimant failed to prove by a preponderance of the evidence that State was negligent as testimony was conflicting as to how the accident occurred.

POCH, J.

Claimant, Michael E. Ratts, seeks recovery for an injury to his right middle finger.

The following salient facts herein summarized were established by Commissioner Bruno P. Bernabei and duly reported to the court.

On April 28, 1980, Claimant, Michael E. Ratts, was employed as a service repairman by the A.B. Dick Company, and in his capacity of repairman was sent to the offices of the Department of Transportation at 2300 Dirksen Parkway, Springfield, Illinois, for the purpose of repairing a printing press belonging to the Department of Transportation.

Claimant testified that he was working on the machine with his hands in the roller mechanism when he instructed Respondent's employee to "run another master on the camera." Respondent's employee testified that the Claimant told him to "run more copies" and that after turning on the machine for the purpose of running more copies he heard a funny noise and that when he turned around the Claimant was holding his hand.

The Claimant asserts that the State is liable for the injuries sustained, because of the negligence of an employee of the State who was assisting him.

It is obvious that there is a factual dispute as to what the Claimant instructed Respondent's employee to do. It is clear that this claim turns on issues of fact and that the testimony of the two occurrence witnesses is in direct conflict.

The State is not an insurer of the safety of invitees, but must only exercise reasonable care for their safety. See ***Fleischer v. State*** (1983), 35 Ill. Ct. Cl. 799.

The burden is upon the Claimant to prove by a preponderance of the evidence that the State breached its duty of reasonable care. This the Claimant has failed to do.

In view of the direct conflict 'of testimony which was presented before the trier of fact, the Court can only speculate as to how the injury occurred.

We find that the Claimant has not shown by a preponderance of the evidence that the Respondent was negligent and this claim is therefore denied.

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(No. **82-CC-2354—Claimants awarded $36,126.24.**)

**ELIZABETH BENNETT, MARIE SERLETIC,** and **V.V. BENNETT** Co., **INC.,** Claimants, *v.* **THE STATE OF** ILLINOIS, Respondent.

***Opinion filed June 12, 1986.***

CASEY & CASEY, for Claimants.

NEIL F. HARTIGAN, Attorney General (WILLIAM E. WEBBER, Assistant Attorney General, of counsel), for Respondent.

***NEGLIGENCE—flood damage from sewer overflow—res ipsa loquitur.*** **Since flooding which caused damage to Claimant's real estate was from**

property solely in the possession and control of the State, and such flooding had not occurred prior to alteration of sewer diversionary facility by State near Claimant's land, application of doctrine of ***res ipsa loquitur*** was appropriate.

SAME—*flood damage from sewer overflow—res ipsa loquitur—claim allowed.* Claim for damages from flooding caused by sewer overflow allowed based on doctrine of ***res ipsa loquitur*** where evidence established that State capped diversionary facility designed to remove overflow from sewer, no flooding had occurred on Claimant's land prior to capping on land solely in possession and control of State, and State failed to rebut ***prima facie*** inference of negligence raised by application of doctrine of ***res ipsa loquitur.***

MONTANA, C.J.

This is a claim for damages suffered by Claimants due to flooding allegedly caused by Respondent. A hearing was held on January 31, 1985, and February 1, 1985, before Commissioner Robert A. Barnes, Jr. Both parties have filed their briefs and Commissioner Barnes **has duly filed his report. The Court heard oral** arguments concerning the claim on May 7,1986.

Elizabeth Bennett and Marie Serletic owned real estate commonly known as 1090 West Taintor Road, Springfield, Illinois. The real estate was described in part as the West 80' of the North 150' of Lot **4** of William and Gersham Jayne's Plat. It was improved with a combination residence-store building. V.V. Bennett Co., Inc. was a corporation engaged in the business of retail sales of horse equipment and riding apparel at 1090 West Taintor Road. The individual Claimants were the shareholders and officers of the corporate Claimant.

Elizabeth Bennett died testate October 31, 1982, and her will was admitted to probate by the Circuit Clerk of Sangamon County. Marie Serletic was the sole residuary legatee under her will. 1090 Taintor Road was owned in joint tenancy by decedent and Marie Serletic; the latter succeeded to entire ownership of the real estate. A motion to substitute Marie Serletic for the

decedent was filed December 27,1984. Respondent had no objection to the motion to substitute Marie,Serletic.

The Department of Agriculture of the State of Illinois owned the Illinois State Fairgrounds, which consisted of 300 acres bounded on the north by Taintor Road and on the east by Peoria Road in the northeast quarter of the City of Springfield, Illinois. The sewer system of the fairgrounds included storm sewers, sanitary sewers and combination storm and sanitary sewers. The Springfield Sanitary District complained that the sanitary sewers were overloading its treatment plant with storm runoff while the Illinois Environmental Protection Agency complained that the storm sewers were discharging untreated sewage onto the ground and into streams. To meet the complaints, the Department of Agriculture, through the Capital Development Board, chose in 1980 to rehabilitate the sewer system of the fairgrounds by separating the sanitary sewers and storm sewers. A private engineer was hired to prepare plans and the project was begun in the Spring of 1981..

To effect separation of the sanitary and storm sewers it was necessary to disconnect or cap the diversionary facilities, including one situated approximately 120 yards southwest of 1090 Taintor Road. The diversionary facilities connected the sanitary sewers and storm sewers permitting heavy flows in one to be shunted into the other. Building downspouts and curb drains of the fairgrounds were connected with the sanitary sewers and there were undisclosed connections between the storm sewers and the sanitary sewers.

On July 27,1981, and August 2,1981, heavy rainfalls occurred and Claimants' property flooded. It appears from the record that the capping of the diversionary facility southwest of Claimant's property caused the

sanitary sewers, which were still carrying surface runoff, to become overloaded in times of heavy rainfall and discharge the excess water through a sanitary manhole onto the Claimants' real estate. In effect, the capping of the diversionary facility made the area a retention pond to hold surface runoff from the fairgrounds until it drained off. The evidence also indicates that prior to the capping of the diversionary facility, Claimants' property had never flooded.

On both July **27, 1981,** and August **2, 1981,** the excess water discharged onto Claimants' real estate entered the basement of the residence-store building through the back door. On each occasion attempts were made to carry inventory and equipment stored in the basement upstairs. Testimony established that the cost of damage suffered on July **27,1981** amounted to **$1,000.** Damage to the building and the business on August **2, 1981,** was more severe because the Claimants were forced to stop their efforts to remove the inventory and equipment when water in the basement approached the master switch for the electricity. The total amount of the damage suffered from flooding on both days was **$36,126.24.**

We find that we agree with Claimants' assertion that application of the doctrine of ***res ipsa loquitur*** is appropriate in this case. The flooding which caused the damage to Claimants' real estate was from property solely in the possession and control of the State, and such flooding had not occurred prior to the alteration of the diversionary facility southwest of Claimants' real estate. The Claimants in no way contributed to the happening of the damage. It, therefore, is appropriate to infer negligence on the part of the State in the design or construction of the sewer improvements. The State's

contention that it was not solely in control of the sewer system because the flooding may have been aggravated by a plugged drain on adjoining property is without merit.

Having found the application of the doctrine of ***res ipsa loquitur*** to be appropriate in this case, we further find that the State failed to rebut the ***prima facie*** inference of negligence raised by the application of the doctrine. The Claimants are therefore entitled to receive an award of $36,126.24.

Claimants further contend they are entitled to receive an award for attorney fees and costs based either on section 45 of the Environmental Protection Act (Ill. Rev. Stat., ch. 111½, par. 1045) or section 2—611 of the Code of Civil Procedure (Ill. Rev. Stat., ch. 110, par. 2—611). We find that both of these contentions are without merit. Claimants are therefore not entitled to receive an award for attorney fees and costs.

Wherefore, it is hereby ordered that an award of $36,126.24 be, and hereby is, awarded to the Claimants in full and final satisfaction of this claim.

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**(No. 82-CC-2678—Claim denied.)**

**ANITA NELSON, Claimant, *v.* THE STATE OF ILLINOIS, Respondent.**

***Opinion filed* August 7, 1985.**

JAMES KENNY, for Claimant.

NEIL F. HARTIGAN, Attorney General (LYNN SCHOCK, Assistant Attorney General, of counsel), for Respondent.

**PERSONAL *INJURY—defective parking lot—fall—notice to State—claim denied.*** Claim for personal injuries resulting from fall by Claimant in parking lot of State owned property denied as evidence established that the crack in the lot was slight and not so obvious as to give State constructive notice of defect, evidence was conflicting as to how the fall occurred, and since fall occurred in daylight, Claimant should have seen the crack in the pavement.

**RAUCCI, J.**

This cause arises from Claimant's claim for damages arising from her alighting from a Blazer vehicle in the parking lot of a Secretary of State's driver's licensing facility.

From the evidence introduced at the hearings, it appears that Claimant, Anita Nelson, a female, age 63, was injured on April 23, 1981, in the parking lot at the premises owned and operated by the Secretary of State, State of Illinois, at 5401 North Elston Avenue, Chicago, Illinois. Claimant was upon said premises to conduct official business, *i.e.* transfer her license plate registration.

Claimant alleges that the injury occurred when she was caused to fall after stepping into a large depression or hole in the pavement in the parking lot. Claimant suffered bruises, contusions and a fractured ulna as a result of this occurrence.

Claimant testified she had exited from the passenger side of her daughter's vehicle, which was a 1979 Blazer, which has a high body. It happened at about 3:00 or 3:30 p.m. in the daytime. She claims that she had walked to the rear of said vehicle and was on her way to the entrance of the facility when she stepped into the depression.

Claimant was taken to Resurrection Hospital where she was hospitalized for six days. Claimant was treated

by Dr. Walter T. Hackett and Dr. T. A. Wozniak. NO report of the accident was made to the Secretary of State facility at the time of the accident. Chicago Police were called to Resurrection Hospital on the day in question and a report was made by the reporting officer, Stanley Cook. The reporting officer's report reads, as follows:

**"As victim alighted from daughter's auto (which was parked in public parking lot north of facility) she stepped into slight dip in lot evidentally for water drainage, falling onto her right side causing pain to right arm. X-rays to be taken at Resurrection Hospital. R/O's checked parking lot area where victim fell, found no defects at writing of this report; dip found possibly used for water drainage to sewer."**

The hospital records in evidence state: "This patient was getting out of a van yesterday and missed a step, falling on her stomach and her right elbow. The patient felt pain in the right elbow and she was brought to the emergency room."

Evidence introduced on behalf of the Respondent indicated that the small depression was approximately **1/4** of an inch in depth. Claimant's photographs in evidence show **a** tiny crack in what appears to be a trench for a conduit running across the parking lot. In Claimant's exhibit 2, there appears an **"X"** on a small defect which Claimant's witnesses indicate is the alleged defect which caused Claimant to fall.

Claimant's bills were as follows:

| | |
|---|---|
| Resurrection Hospital **(6** days) | **$1,697.95** |
| Dr. Wozniak | $ **677.00** |
| Dr. Hackett | $ **301.00** |
| She also had household help | |
| in the amount of **$300** to $400. | |

Hospital records indicate that Claimant had a fracture of the right elbow; morbid obesity.

The Court is of the opinion that there was no serious

defect in the pavement in Respondent's parking lot. It is further of the opinion that inasmuch as this alleged fall occurred in the daylight, Claimant, in the exercise of due care and caution, should have seen the slight crack in Respondent's pavement.

In addition to the fact that the alleged defect was slight, at best, there is no evidence that Respondent had notice of the defect. (*Heimann v.* State (1977), 32 Ill. Ct. Cl. 111.) The lack of notice of a defect, not so obvious as to put Respondent on notice of its existence, is fatal to Claimant's case.

There is also some doubt as to how the accident happened. The statement in the hospital records signed by the attending physicians states that "the patient was getting out of a van and missed a step, falling on her stomach and her right elbow." This supports the conclusion that she fell getting out of the high Blazer Van and not as a result of any defect in Respondent's parking lot.

It is hereby ordered that this claim is denied.

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(No. 83-CC-0075—Claim dismissed.)

**LES ALLOTT, INC., Claimant, *v.* THE STATE OF ILLINOIS, Respondent.**

***Order filed*** August 7, 1985.

ANTHONY H. HART, for Claimant.

NEIL F. HARTIGAN, Attorney General (WILLIAM E. WEBBER, Assistant Attorney General, of counsel), for Respondent.

INTEREST—*construction fund—retainage fees—interest—motion to dismiss allowed.* In action for interest against State'on funds held by State agency pending litigation between Claimant, a sub-cbntractor, and a contractor under contract with State, motion to dismiss allowed as State is not liable to payee for interest on construction fund money.

STATUTE OF LIMITATIONS—*claim for interest subject to two-year statute of limitations—motion to dismiss allowed.* In action against State by subcontractor for interest on construction fund retained by State during litigation between Claimant and general contractor, State'smotion to dismiss allowed as Claimant's complaint, filed more than two years after court order which gave rise to claim, was not based on contract and was subject to two-year statute of limitations.

RAUCCI, J.

This cause coming on to be heard on the Respondent's motion **to** dismiss and the Court being fully advised in the premises, finds that the Respondent has stated two good and sufficient grounds, either one being sufficient for this Court to dismiss this action.

**1.** As set forth in paragraph 1 of the 'complaint, this is a claim for **$20,843.55** for interest earned and held by the Illinois Building Authority.

**2.** The claim is for interest allegedly earned by the Illinois Building Authority while holding retainage fees pending litigation between the Claimant, a subcontractor, and. the Corbetta Construction Company, the general contractor, at construction project #76-121 at Joliet Junior College.

**3.** The first basis for dismissal of this action is that the State of Illinois is not liable for interest on construction fund money to the payee, as illustrated by the following:

A. Interest is not due a defendant on a refund of fines paid under a statute later declared unconstitutional, ***People v. Meyerowitz,*** 61 Ill. 2d 200.

B. Interest on bid deposit not allowed where bid deposit was ordered returned because of mistake in bid. ***Santucci Construction Co. v. County of Cook,*** 21 Ill. App. 3d 529.

C. The Interest Act provisions on prejudgment and postjudgment interest do not authorize imposition of interest on the State. Court may not award interest against the State. ***City*** of Springfield***v. Allphin***, 82 Ill. 2d 571.

D. Interest on money borrowed by a general contractor to pay a subcontractor termed penalty and denied by this Court in ***Erik*** A. Borg ***Co. u. State*** (1982), 35 Ill. Ct. Cl. 174.

E. FEPC settlement included provision for interest—Court refused to enforce interest provision. ***Liddell v. State*** (1978), 32 Ill. Ct. Cl. 209.

F. In absence of statute providing for same, interest is not allowable. ***Coach Corp.*** of ***Freeport u. State*** (1949), 18 Ill. Ct. Cl. 156.

**4.** The second basis for denial of this claim is that the statute of limitations has run. The Court notes that this Claimant is a sub-contractor, who has no contractual privity with the State of Illinois and the claim is, therefore, not founded in contract and subject to a two-year statute of limitations. The interest being claimed dates all the way back to 1972. However, even if this Court had authority to allow the Claimant to file, subsequent to the order of the Circuit Court of Will County, Twelfth Judicial Circuit, wherein the Illinois Building Authority was dismissed as a defendant and the Claimant be granted leave to file this action against the Illinois Building Authority, in this Court that order was entered on October **4,** 1979, and the claim currently before this Court was not filed until July 22, 1982, some two years and nine months after the court order. Therefore, under no conceivable theory, was this claim filed within the statutory limitation.

For the above reasons, it is hereby ordered that this claim be and the same is hereby dismissed.

(No. 83-CC-0546—Claimant awarded $35,000.00.)

JOSEPH MARSALA, Claimant, *v.* THE STATE OF ILLINOIS, Respondent.

*Opinion filed January* 13,1986.

ROBERT S. KOSIN LTD., for Claimant.

NEIL F. HARTIGAN, Attorney General (JAMES TYSON, Assistant Attorney General, of counsel), for Respondent.

HIGHWAYS—*bump* in highway—accident—claim *allowed.* Claim for personal injuries allowed, as evidence established that cement truck driven by Claimant struck a bump in the road, of which State had notice, breaking a spring which caused the truck to overturn.

PATCHETT, J.

This claim arises in tort. The occurrence complained of was the result of a bump on the east bound Touhy Avenue, where it intersects with Wolf Road in Cook County, Illinois.

The Claimant, Joseph Marsala, was driving a concrete truck which overturned as a result of hitting a bump at this intersection.

There was disputed evidence as to the size of the bump in question. There is no doubt that the Respondent had notice of the bump in question. The truck overturned as a result of a spring breaking. This caused the tires to jam in such a manner that the truck overturned.

Evidence indicated that the Claimant was driving approximately 25 miles per hour when the truck contacted the bump. We believe that the bump was the cause of the spring breaking; and therefore, the bump was the cause of the truck overturning. We see no evidence of contributory negligence on the part of the driver. Therefore, we find for the Claimant.

Claimant suffered injuries to his lower back and head. He was taken to Holy Family Hospital in Des Plaines, Illinois. Subsequently he was transferred to Hines Hospital in Maywood, Illinois and treated by Dr. Rachauskas. After being under his care for two months, he went to McNeal Hospital in Berwyn, Illinois for a nine-day stay. He incurred substantial medical bills. In addition, he testified 'that he has recurring back pains, and wears a back brace at all times other than in his sleep. He was advised by doctors to have the disc in his back removed through laminectomy. At the time of his accident, his average gross pay was $900.00 per week.

Considering the pain and suffering of the Claimant, his medical bills, and lost wages, we award the Claimant the sum of **$35,000.00.** Since there is a $21,733.25 lien by the Casualty Insurance Company, we direct that the claim be divided as follows:

**$21,733.25** be awarded to the Casualty Insurance Company to satisfy its lien, and the balance of **$13,266.75** shall be awarded directly to the Claimant.

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(No. **83-CC-0675—Claim denied.)**

**ELIJAH CHILDS,** Claimant, *v.* **THE STATE OF ILLINOIS,** Respondent..

**Opinion *filed September 20,1985.***

ELIJAH CHILDS, **pro se,** for Claimant.

NEIL F. HARTIGAN, Attorney General .(SUE MUELLER, Assistant Attorney General, of counsel), for Respondent.

PRISONERS AND INMATES—*injury* **to inmate by other inmate.** Violation of institutional procedures by agent of the State which permits one inmate to attack and injure another will not result in recovery absent proof that State's agents anticipated, or should have anticipated, that thud persons would commit criminal acts against Claimant.

SAME—*injury* **to inmate by other inmate—negligence** *of* **State not proximate cause** *of* **injury—claim denied.** Claim for personal injuries of prison inmate struck by object thrown by another inmate during altercation with three other residents based on negligence of prison employee in not locking gate to vegetable house denied; as evidence established that the officer on guard had no reason to anticipate that **any** persons entering the vegetable house would assault Claimant or any other inmate.

RAUCCI, J.

This is an action in tort brought by Claimant for injuries he sustained when he was a prisoner in custody of the Department of' Corrections. Claimant was sat upon and injured in a fight principally between other inmates.

Claimant's theory in this case is set out in his complaint as follows:

a. On Thursday, July 22, 1982 between 10:15 and 10:35 a.m., Claimant was hit with a steel paddle used for mixing foods, while Claimant was working on his detail in the vegetable house at the Menard Correctional Center.

b. The agent of Respondent in charge of the vegetable house had left the front door to that area opened and a gate open that was designed to keep unauthorized residents out of the vegetable house.

c. That at the time in question, three unknown residents entered the vegetable house and attacked one Morgan, a fellow inmate, who, in defending himself, threw a metal paddle at his assailants, which accidentally struck Claimant on the leg and injured Claimant.

Claimant testified that at the time of the incident in question, the door and gate to the vegetable house had been left open. (T. 3) Claimant stated, "the door or the gate was supposed to be closed and locked at all times."

Claimant further testified that the rule regarding the closing of the gate or door to the vegetable house was "to keep people from coming in, you know, who are not authorized to come in there."

Darnell Palacio, an inmate called by Claimant as a witness, testified that at the time Claimant was hurt, Respondent's agent in charge of the vegetable house was either in his office or standing outside the gate. Palacio. said that both of the doors and the gate to the vegetable house were open at the time. The gates were locked when the knives were out, but the gate and door were open at the time Claimant was injured. (T. 18) Palacio stated that sometimes the gate and the door are not locked when people are running in and out picking up things out of the freezer. Palacio said it was not unusual to see people coming in and out of the vegetable house as long as the knives were not out. On the occasion in question, the knives were not out. People were coming in and out all of the time. Palacio concluded his testimony by saying that there was nothing particularly unusual about the condition of the gate and the doors on the particular occasion of Claimant's injury.

Louis Stovall, an inmate called by Claimant as a witness, testified that on the day in question, the doors of the vegetable house were left open routinely except when the knives were out. The doors and gates are open so that people can get Gatorade on hot days.

Charles Tyman, an agent of Respondent called as a witness by Respondent, testified that he was the food

supervisor working in the vegetable house at the time of Claimant's injury. Tyman indicated that the doors were open at all times except when the knives were out.

The record is barren of any proof that the men who assaulted Claimant's fellow inmate were under the control of any agent of the Respondent. There is no evidence in the record indicating that any agent of Respondent had any reason to anticipate that inmates having gained access to the vegetable house would assault Claimant's fellow inmate, thereby placing Claimant in jeopardy of injury.

It is the opinion of this Court that the question of a violation of regulations regarding the status of doors and gates to the vegetable house is immaterial to a decision of this case. This case is controlled by the holding of this Court in *Carev v. State* (1981), 35 Ill. Ct. C1.96, in which it was held that even where institutional procedures are violated, which violation permits one inmate to attack and injure another, no recovery can be had by the injured inmate in the absence of proof that Respondent's agents anticipated, or should have anticipated, that third persons would commit criminal acts against Claimant. In *Carev* v. *State,* Claimant was set upon and beaten by two other inmates. Carev's theory was that but for a violation of visiting rules by Respondent's agent, Claimant would not have been attacked and injured. The Court held that Respondent's agent negligently disregarded the regulations of the institution and that as a result thereof, Claimant was exposed to the danger of being beaten and was, in fact, beaten. However, this Court held that there was no showing that the negligence of Respondent was the proximate cause of Claimant's injuries. There, as in the case at bar, the men who assaulted the Claimant were not under the control of

Officer Tyman, and there is no showing that Officer Tyman had any reason to anticipate that any persons entering the vegetable house would assault Claimant or any other inmate.

Therefore, in the case at bar it is clear that even if this record supported the conclusion that an institutional rule or regulation **had** been violated which enabled the perpetrators to assault Claimant's fellow inmate thereby injuring Claimant, no recovery could be had for the reason that there was no showing that the negligence resulting from the breach of rules proximately resulted in Claimant's injury.

It is therefore ordered that this claim be denied.

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(No. 83-CC-1271—Claimant awarded $3,766.55.)

**IMOGENE** M. **STEWART,** Claimant, *v.* **THE STATE OF ILLINOIS,** Respondent.

*Opinion filed August* 7,1985.

**JAMES** A. **TRANNEL,** for Claimant.

**NEIL** F. **HARTIGAN,** Attorney General **(SUE MUELLER,** Assistant Attorney General, of counsel), for Respondent.

***STATE PARKS AND RECREATION AREAS—state's duty of case.*** Government entity which extends an invitation to the public to make use of its facilities for educational.or recreational purposes owes a duty of reasonable and ordinary care against known or foreseeable danger.

***SAME—uncapped guard rail on sliding board—broken and lacerated finger—claim allowed.*** Award granted for injuries that were sustained by Claimant when her finger became lodged in the end of an uncapped guard rail on sliding board at State park, resulting in fracture and laceration of finger, as hazardous condition of rail should have been discovered and corrected by State.

RAUCCI, J.

Claimant, Imogene M. Stewart, was injured on July **30,** 1981, when her finger became lodged in an uncapped side rail at the top of a sliding board located in the Lake Le-Aqua-Na State Park. Claimant suffered a broken and lacerated index finger. Claimant asserts that by reason of the State employees' failure to cover or cap the exposed rail ends, or give notice to users of their dangerous condition, the Respondent; State of Illinois, breached its duty to exercise reasonable care in establishing or maintaining the sliding board in such a manner as to protect invitees. Claimant has established a **5%** impairment of her use of the injured hand.

To compensate her for her injuries, Claimant seeks judgment of $18,002.70 (medical expenses of $502.70, pain and suffering of $2,500.00, permanent impairment **of** hand in the amount of $15,000.00).

**As** a prerequisite to a finding of negligence, a duty on the part of the Respondent must be established. Claimant has established that point.

**"A governmental entity which extends an invitation to the public to make use of its facilities for educational or recreational purposes owes a duty of reasonable and ordinary care against known or foreseeable danger. *O'Brien v. Colonial Village, Znc.*, 255 N.E.2d 265, 119 Ill. App. 2d 105 (1971)." Claimant's Brief, page 2.**

Having established Respondent's duty, Claimant must next demonstrate that Respondent breached that duty. Claimant has successfully met this requirement. The testimony given by Jeffrey Lynn Hensal, the park ranger, shows that although frequent inspections were made of the premises, the hazardous condition was not recognized as such. Claimant's Exhibit #3, which shows the uncapped openings at the top of the slide, indicates that the defect was open to discovery upon a casual inspection. That Claimant's injury resulted from this

breach was obvious. Had the opening been covered, Claimant's finger would not have become lodged inside. The product was without adequate safety features, and was inherently unsafe. The openings are obviously a hazard and should have been discovered and corrected by the State. The Respondent did not meet its duty to recognize the openings as hazards.

Claimant incurred **$502.70** in medical expenses. Her husband's insurance coverage has paid **$351.45.** The balance owing is **$151.25.** She also seeks **$2,500.00** compensation for her pain and suffering.

Claimant seeks **$15,000.00** to compensate for the **5%** impairment of her hand. We view that portion of the claim as excessive. In determining the amount of compensation due to Claimant, the guidelines set forth in the Illinois Workers' Compensation **Act** are **illuminat**ing. Under these guidelines, the total **loss** of use of a hand is compensated by an award equal to **190** weeks wages. Since the Claimant was unemployed at the time she incurred her injury, the minimum allowed under the statute, **$117.40,** will be considered. Thus, the award for the complete loss or impairment of Claimant's hand would be **$22,306.00.** However, as Claimant has suffered only a **5%** impairment, that percentage should be applied to determine the amount she may recover. Therefore, under this method, Claimant would be awarded **$1,115.30.**

It is therefore ordered that Claimant be awarded **$151.25** for her out-of-pocket medical expenses, **$2,500.00** for her pain and suffering, and **$1,115.30** to compensate her for the impairment of her finger for a total recovery of **$3,766.55,** in full satisfaction of this claim.

*(No.*83-CC-1306—Claim **denied.)**

EARLENE OSMAN, Claimant, *v.* THE STATE OF ILLINOIS, Respondent.

***Opinion filed March 11,1986.***

EARLENE OSMAN, *pro* **se,** for Claimant.

NEIL F. HARTIGAN, Attorney General (ALISON P. BRESLAUER, Assistant Attorney General, of counsel), for Respondent.

NEGLIGENCE—*fall on step—no negligence by State—claim denied.* **Property damage claim for broken eyeglasses which occurred when Claimant stubbed her toe on step and fell was denied, as Claimant failed to prove that State was negligent.**

PATCHETT, J.

This cause comes on for hearing upon the claim made by Earlene Osman for broken eyeglasses. Claimant broke her eyeglasses as a result of a fall at the Anna Mental Health Center.

The record in this case reveals that the Claimant was a visitor at the Respondent's facility, and was walking on the sidewalk at the time of the fall. It is undisputed that the Claimant stubbed her toe on the bottom step, thereby falling toward the street. It is further undisputed that there were no cracks or broken areas on the sidewalk.

Claimant bases the claim on the fact that it was dark in the area of the steps. The record **is** not disputed that there were lights in the area, however, it was unclear whether they were on at the time of the fall.

After considering all of the evidence, we believe that the Claimant has failed to meet her burden of proof on the issue of proximate cause. We also believe that Claimant failed to prove by a preponderance of the

evidence that Respondent was negligent. Therefore, we find for the Respondent and deny this claim.

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(No. 83-CC-1318—Claimant awarded $2,649.01.)

**MERCY HOSPITAL** (Urbana), Claimant, *v.* THE STATE OF **ILLINOIS,** Respondent.

***Opinion filed December 24, 1985.***

HARRINGTON, PORTER & POPE, for Claimant.

NEIL F. HARTIGAN, Attorney General (SUZANNE SCHMITZ, Assistant Attorney General, of counsel), for Respondent.

PUBLIC AID ***Corm—payment for medical services.*** Illinois Department of Public Aid is only liable for payment of medical services rendered to persons who are eligible to receive medical assistance under any of the Illinois Department of Public Aid programs.

SAME—***payment for medical services—hospital—eligibility—claim allowed in part.*** Claim of hospital for medical services provided to public aid recipient allowed to the extent admitted by Illinois Department of Public Aid, but remainder of claim was denied as Claimant failed to prove that recipient met the Department's eligibility requirements.

POCH, J.

The Court being fully advised finds as follows:

The Respondent's liability is limited to paying for services rendered in conformance with the rules and regulations of the Illinois Department of Public Aid (IDPA), as a vendor's right to payment of a claim enforceable against IDPA may be "limited by regulations of the Illinois Department.'' Ill. Rev. Stat., ch. **23,** par. **11—13.**

IDPA is only liable to pay for services rendered to

"recipients," *i.e.*, persons who have been determined eligible to receive medical assistance under any of IDPA's programs. (Ill. Rev. Stat., ch. **23,** par. 2—5, **2—9;** ***Illini Hospital v. State*** **(1977), 32** Ill. Ct. Cl. **115.)** Where IDPA's records do not indicate eligibility for a person to whom services have been rendered, and where the Claimant has shown no evidence that IDPA had determined such person to be an eligible recipient, no payment for such services rendered to an ineligible person is due from IDPA.

Under the provisions of **89** Ill. Admin. Code, sec. 120.60, a person who meets all eligibility factors for an IDPA medical benefits program except that the person has more income or assets than allowed using the IDPA income and assets standard, such person's eligibility does not commence until the person has spent enough money (or incurred enough obligations) on medical services to bring his or her income and asset level down to the level of the standard **(89** Ill. Admin. Code. secs. **120.20, 120.30).** This process is called "spenddown." Where IDPA's records do not indicate eligibility for a person to whom services have been rendered, and where the Claimant has shown no evidence that the person had been determined eligible, no payment for such services is due from IDPA. **(89** Ill. Admin. Code secs. 120, **130,** 160.) Spenddown is also described in IDPA's ***MAP Handbook for Hospitals,*** sec. **105.** Once such a client incurs obligations equal to the spenddown amount, he becomes eligible; the client remains liable for the liability incurred up to that point; IDPA becomes liable to pay its rates for all subsequent covered services, as long as the client remains eligible. IDPA's liability on a hospitalization is thus equal to the per diem amount for the appropriate number of days, diminished by the

amount for which the client remains liable under the spenddown policy.

It is therefore ordered that:

1. The Claimant be awarded the sum of $2,649.01, the liability for which the **IDPA** has admitted;

2. The balance of this claim be, and hereby is, dismissed.

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(No. 83-CC-1570—Claim denied.)

**JAMES LEO EDWARDS,** Claimant, *v.* **THE STATE OF ILLINOIS,** Respondent.

***Order filed January 8, 1986.***

JAMES LEO EDWARDS, pro **se,** for Claimant.

NEIL F. HARTIGAN, Attorney General (G. MICHAEL TAYLOR, Assistant Attorney General, of counsel), for Respondent.

PRISONERS AND ***INMATES—State not insurer of inmate's property.*** State is not an insurer of an inmate's property and cannot be responsible where other inmates engage in criminal acts directed at that property, nor can State in the exercise of reasonable care be expected to prevent isolated acts of pilferage in penal institution.

***SAME—property taken from inmate's cell—claim denied.*** Inmate's claim for loss of property which was taken from his cell by other inmates when cell was left unlocked was denied, as there is no general duty on the part of the State to safeguard an inmate's property from theft by other inmates from a cell.

HOLDERMAN, J.

Claimant in this matter was an inmate at the Pontiac Correctional Center. He did not have a cellmate.

On July 24, 1981, Claimant was attending certain classes at the institution, and while he was in class, he was informed that other residents of the institution were in his cell. He immediately notified the officer in charge of the group he was with and upon returning to his cell, he found that the items listed in his complaint were missing.

It appears from the evidence that Claimant had permits for an AM-FM radio; eight-track Panasonic; Norelco razor; and a 12-inch black and white Panasonic TV. He also had cosmetics and cigarettes, food items, etc.

It is Claimant's contention that Respondent was negligent in not keeping his cell locked when he was absent and by allowing other inmates in his cell to take possession of his property.

Claimant has also filed suit in Federal court, the results of which do not appear in the Court of Claims' files.

This Court, in *Bargas v.* State (1976), 32 Ill. Ct. Cl. 99, has laid down the rule that there is no general duty on the part of the State of Illinois to safeguard an inmate's property from theft by other inmates when that property is in the inmate's cell. In that case, Claimant raises the point that the State should have taken steps to safeguard his property from theft by other inmates and seeks to charge Respondent with responsibility for the independent criminal acts of other inmates. The Court stated "We can find no basis for imposing such a burden upon the State. The State is not an insurer of an inmate's property, and cannot be responsible where other inmates engage in criminal acts directed at that property. Nor can the State in the exercise of reasonable

care be expected to prevent isolated acts of pilferage in the environment of a penal institution."

Award denied. Case dismissed.

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(No. 83-CC-1572—Claimant awarded $15,246.96.)

**METHODIST MEDICAL CENTER** (Peoria, Illinois), Claimant, *v.* **THE STATE OF ILLINOIS,** Respondent.

***Opinion filed January 31, 1986.***

**WESTERVELT, JOHNSON, NICOLL & KELLER,** for Claimant.

**NEIL F. HARTIGAN,** Attorney General **(SUZANNE SCHMITZ,** Assistant Attorney General, of counsel), **for** Respondent.

PUBLIC AID ***CODE—sterilization surgery—noncompliance with regulations—invoice—claim denied.*** Medical vendor's claim for compensation for sterilization surgery denied as vendor's invoice failed to comply with regulations of Department of Public Aid requiring report of patient's diagnosis and reference to whether and what kind of surgery was performed.

***SAME—hospital—newborn nursery care—noncompliance with regulations—invoice—claim denied.*** Hospital's claim for compensation for providing newborn nursery care to patient denied, as vendor failed to submit the bill for that service at the same time the bill for mother's obstetrical services was submitted, contrary to Department of Public Aid regulations.

***SAME—medical services—liability admitted by State—claims allowed.*** Claim by medical vendor for medical services provided to four patients allowed as Department of Public Aid admitted liability for those claims.

**PATCHETT, J.**

This cause coming on to be heard on the joint stipulation of the parties and due notice having been given and the Court being fully advised finds as follows:

Claimant hospital, a participant in the Medical Assistance Program (MAP) administered by the Illinois Department of Public Aid (IDPA), here seeks vendor payments, as provided in section 11—13 of the Illinois Public Aid Code, on six patient accounts. (Ill. Rev. Stat., ch. 23, par. 11—13.) IDPA's report, as filed herein, advises that it has paid, or accepts payment liability in appropriate amounts in respect to four of the six accounts. This opinion addresses the issue of whether Claimant is entitled to payment of the two remaining accounts for which IDPA denies liability.

The first account, that of patient Barnes, concerns inpatient services directly relating to hysterectomy surgery, rendered in November and December 1980, in Claimant's facility. By Federal regulation (42 C.F.R. 441.250 through 441.259) and State regulation (IDPA Rule 4.15), the State's MAP payment obligation for sterilization surgery—including hysterectomies—is contingent upon the medical vendor's compliance with certain conditions. One of these conditions is that the patient acknowledge, in writing, her understanding that the planned surgery will render her permanently incapable of bearing children; and, in the case of hysterectomy, that the physician certify, also in writing, the medical necessity of the planned surgery. Presurgery completion of the relevant document (an IDPA form designed for this purpose), required in order to comply with these conditions, is the joint responsibility of the physician and the hospital. This Court has previously so held; see *Good Samaritan Hospital v. State* (1982), 35 Ill. Ct. Cl. 379.

The Claimant's invoice of these services was disallowed by IDPA as being incomplete. The invoice

failed to report the patient's diagnosis, the fact that surgery had been performed, or the surgical procedure which was in fact, performed. Each such item of information is required to be reported by the hospital in the invoice. Claimant had also failed to supply, with its invoice, the completed IDPA form to establish compliance with the above-referenced regulations. Claimant has offered no evidence that it submitted a corrected rebill-invoice to IDPA, properly documented with a completed hysterectomy acknowledgement form (DPA form 1977), within the one-year period prescribed by IDPA Rule 140.20 and by Federal regulation (42 C.F.R. 447.45(d)).

From IDPA's report, we note that the Federal government's continuing participation in the funding of Illinois' MAP program is dependent upon IDPA's regular enforcement of these regulatory requirements. Applicable here are the requirements that medical vendors must fully and correctly complete their invoice forms being submitted for IDPA's payment consideration, so as properly to identify the services being invoiced; in the case of hysterectomy surgeries, that they must document both the patient's awareness of the consequences of the planned surgery and the physician's certification of its necessity; and that correctly-prepared invoices be timely received by IDPA.

The second patient account relates to newborn-nursery care provided in June 1981, to patient Isaac Harris, a newborn child. Claimant had submitted one invoice to IDPA for the mother's obstetrical services, and, much later, tendered a second invoice, pertaining to the same dates of service, for the newborn care. IDPA reports that it had previously made full payment to

Claimant for both the mother's and the newborn's care, by paying the invoice which Claimant had submitted in the mother's name for the same dates of service.

The Department's conclusion is grounded in IDPA Rule 140.100(d), which provides:

"In obstetrical cases payment **for** services to both the mother and the newborn child shall be made at one per diem rate. Only in instances in which the medical condition of the newborn, as certified by the utilization review authority, necessitates care in other than the newborn nursery, shall payment be made in the child's name."

As explained in IDPA's ***MAP Handbook for Hospitals,*** **all** charges for the inpatient (per diem) services of both mother and newborn are considered to be incurred by the mother, for so long as both remain inpatients; and only one per diem charge is payable upon IDPA's receipt of the hospital's charges for such services involved in the mother's name.

The hospital may invoice newborn services separately, and expect them to be paid for by IDPA, only when the newborn's condition, properly certified, necessitates care provided in other than the newborn nursery (such as in a perinatal center) or when the newborn continues to require inpatient nursery care following the mother's discharge from the hospital. See IDPA's ***MAP Handbook*** *for* ***Hospital,*** II-H-17.

Here, Claimant's invoice establishes that the newborn received nursery care only, that no perinatal or other intensive care services were provided, and that the patient and his mother were discharged on the same day. IDPA was therefore correct in considering Claimant's invoice, naming the mother as patient, to represent all of Claimant's charges for both the mother and her newborn child. We find that, having paid that invoice, the State has fully discharged its MAP-payment obligation for both mother's and newborn's services.

Section **11—13** of the Public Aid Code (Ill. Rev. Stat., ch. **23,** par. **11—13),** provides that a vendor's right to a vendor payment may be "limited by regulations of the Illinois Department." The IDPA rules relevant here are such limiting regulations, as are the above-referenced Federal Medicaid regulations. Moreover, as IDPA notes in its report, Claimant and other participating hospitals have each signed provider agreements upon enrolling in the Department's MAP, in which they agree "to abide by the Department's properly promulgated Rules and Hospital Handbook" requirements, necessarily including IDPA Rules **4.15, 140.20** and **140.100,** as well as the ***Handbook's*** conditions, service-coverage limitations and invoice-preparation requirements. In summary, Claimant has contracted to abide by each of the regulatory and ***Handbook*** requirements as **discussed above.**

We conclude, as to the Barnes account, that Claimant failed to submit a properly prepared and documented invoice for its services within the time prescribed for IDPA's receipt thereof. The absence of required data on the invoice and the lack of a completed DPA form **1977** warranted IDPA's denial of payment on this account. We further conclude that Claimant had previously been paid in full on the **Harris** newborn's account.

It is therefore ordered that:

1. The Claimant be awarded the sum of **$15,246.96,** the liability for which IDPA has admitted;

**2.** The balance of this claim be, and hereby is, dismissed.

(No. 83-CC-1908—Claimants awarded $48,903.75.)

FOREST CLARK, Claimant, and TROOPERS LODGE #41, FRATERNAL ORDER OF POLICE, As Assignee of Forest Clark, Intervening Claimant, v. THE STATE OF ILLINOIS, Respondent.

*Opinion filed October 3, 1985.*

WALLER, EVANS & GORDON (SARAH B. TINNEY and R. C. LANTO, of counsel), for Claimant.

CAVANAGH, HOSTENY & O'HARA (JOHN M. HOSTENY, of counsel), for Intervening Claimant.

NEIL F. HARTIGAN, Attorney General (WILLIAM E. WEBBER, Assistant Attorney General, of counsel), for Respondent.

*STATE EMPLOYEES' BACK SALARY CLAIMS—wrongful termination—mitigation of loss—claim allowed.* Claim for back salary based on wrongful termination allowed in amount stipulated to by Claimant and State, reduced only by amount of salary for six-month suspension period which was imposed as evidence, established that Claimant had made every effort to mitigate his damages by inquiring about employment and operating two businesses which collectively failed to show a profit.

SAME—*claims against the State* for *back pay are assignable.* Portion of Claimant's award for back salary .ordered paid to Intervening Claimant based on loan to Claimant made in exchange for assignment of back salary equal to loan amount which was valid as claims against the government are assignable.

RAUCCI, J.

The Claimant in this case, Forest Clark, was employed by the State of Illinois and the Department of Law Enforcement since 1953 as an Illinois State trooper.

On November 21, 1978, Claimant was suspended from all police duties and from active pay status at the close of the business day. A hearing occurred concerning the suspension, and on April 23, 1980, the State of Illinois, through the Department of Law Enforcement Merit Board, ordered Claimant permanently removed

and discharged from his position as an Illinois State trooper. Claimant then filed a petition in the Sixth Judicial Circuit Court of Champaign County, Illinois, for a review of this permanent discharge. On February 6, 1981, the circuit court entered an order reversing this decision and remanding the case to the Merit Board for the imposition of a lesser sanction.

On March 13, 1981, the Merit Board suspended Claimant from duty without pay or benefits for 180 calendar days, and on March 30; 1981, Claimant was reinstated and returned to active duty and pay status as a State trooper.

At the evidentiary hearing held on March 1, 1984, it was stipulated by the parties that if the Claimant had worked from November 21,1978, until May 30,1981, he would have been entitled to $44,620.56. On May 13, 1985, Claimant and Respondent filed a written stipulation that Claimant would have been entitled to $55,780.38 minus $11,157.82, representing the pay attributable to the six-month suspension period, leaving a balance of $44,622.56. We accept the figure of $44,622.56.

Respondent urges that Claimant failed to mitigate his damages. We reject that contention.

Prior to his termination as an Illinois State trooper and while gainfully employed by the State of Illinois, the Claimant operated two small businesses, both of which showed a net loss for calendar year 1978, as well as calendar years 1979 and 1980, during which years, and while Claimant was under suspension, the Claimant testified that he devoted full time to the businesses. The income tax returns for the calendar years 1978 through 1981, which were made part of the record, revealed

some improvement in the operation of the businesses, although the loss of one of the businesses was greater than the profit of the other, thereby resulting in a net loss for each of the years.

The Claimant testified that he was in such dire financial straits that he applied for and received a loan from Troopers Lodge #41, Fraternal Order of Police, in the amount of $19,999.00. To secure the loan the Claimant executed an assignment to the Troopers Lodge #41, Fraternal Order of Police, of all right, title and interest in and to the first $20,000 in back salary due him by the Illinois Department of Law Enforcement in the event of his reinstatement to duty.

The Claimant testified that he made no applications for employment for the reason that he was familiar with the area and believed that the unemployment rate was extremely high, and therefore no employment was available to him. He testified that he talked to many different people requesting work without success.

The question before the Court is whether the Claimant acted reasonably to mitigate his damages during the period that he was wrongfully suspended.

The testimony of the Claimant that he worked full time in his two business ventures during the period of suspension is borne out by an inspection of the Claimant's income tax returns which show a much greater volume of business, although the net result still showed a loss for those years. It is the opinion of the Court that the Claimant acted reasonably under the circumstances in attempting to mitigate his losses during the period of his non-employment by the Department of Law Enforcement.

It is therefore a simple matter of computation to

determine what is due the Claimant by reason of the wrongful discharge and how the same should be distributed. The Claimant and the Respondent have agreed that the amount of salary which accrued during the entire period of suspension is the sum of **$55,780.38.** The parties further agreed that from this amount should be deducted the earnings for the six months' suspension, which amount is **$11,157.82,** leaving a balance **of $44,622.56.**

The remaining issue is the right of the intervening Claimant to the first **$20,000.00** of our award.

We have previously been presented with a similar issue in the case of ***Terminal Bank v. State*** **(1943), 12** Ill. Ct. Cl. **491.** In ***Terminal,*** a milk company which had provided supplies to the State assigned *its* **right of** payment from the State to a bank in consideration of various financial notes issued to the milk company. The Court of Claims stated:

**"The Claimant, (the bank) by its assignment, acquired rights equal** to **those of the assignor. The general rule is that claims against the government are assignable.** ***(People v. Nudelman*** (1941), **376 Ill. 535.) The right** to **assign a debt which is due and fully earned is unquestioned by the courts. The assignment, by the Illinois Milk Products Company of its accounts against the Respondent, was a valid assignment of which the State was required to take notice."**

Claimant contends that the intervening Claimant has no right to a direct award since the assignment "was an assignment of the proceeds, not the cause of action." The contention is not well taken, in that a simple reading of the assignment itself, a copy of which was admitted into evidence, clearly shows a complete and unrestricted assignment of the first $20,000 of back salary which may be determined to be due the Claimant. The assignment further provides that Claimant will "faithfully and diligently initiate, prosecute and pursue . . . in the

Illinois Court of Claims his suit and claim for all back salary against the Illinois Department of Law Enforcement" and that intervening Claimant has a "first and exclusive lien" on the proceeds. The intent of the parties is clear.

It is therefore ordered that Claimant Forest Clark is awarded **$44,622.56** in full and complete satisfaction of this claim and that said funds be paid as follows:

| | |
|---|---|
| Troopers Lodge #41, Fraternal Order of Police Intervening Claimant . | $20,000.00 |
| Forest Clark, Claimant | **$24,622.56** |

## APPENDIX A

Identification of the State Contributions and Deductions from Back Salary Award

To the State Employees' Retirement System

| | |
|---|---|
| Employee's contribution to State Employees' Retirement System | **5299.14** |
| Employee's contribution to FICA | .00 |
| Employer's contribution to State Employees' Retirement System | **4281.19** |
| Employer's contribution to FICA | .00 |

To Illinois State Treasurer to be remitted to Internal Revenue Service:

| | |
|---|---|
| Claimant's Federal Income Tax | **8924.51** |

To Illinois Department:

| | |
|---|---|
| Claimant's Illinois Income Tax | **1115.56** |

To **the Claimant:**

**Net salary** 9283.35

**Total Award** $48903.75

**Troopers Lodge #41, Fraternal Order of Police—** $20,000.00

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(No. 83-CC-1916—Claim denied.)

**COMMUNITY ACTION AGENCY FOR MCHENRY COUNTY, Claimant, *v.* THE STATE OF ILLINOIS, Respondent.**

***Opinion filed March 28, 1986.***

**WEISZ & WEISZ, for Claimant.**

**NEIL F. HARTIGAN, Attorney General (LYNN SCHOCK, Assistant Attorney General, of counsel), for Respondent.**

CONTRACTS—*food service for migrant workers—vouchers—noncompliance with contract—claim denied.* Claim for reimbursement for expenditures made by Claimant under contract with State to provide food service to migrant workers was denied as evidence established that Claimant waived right to payment by failing to submit vouchers within 60 days of completion of the contract as required by provision of the contract.

SAME—*late payment by State—penalties and interest—delay caused by Claimant—claim denied.* Claim for reimbursement for penalty costs and interest on late F.I.C.A. payments made by Claimant allegedly caused by State's failure to make timely payments to Claimant was denied as evidence established that delay was due to Claimant's submission of ineligible claims and State is not liable for Claimant's failure to pay its own bills.

SAME—*reimbursement for unemployment compensation—vouchers—noncompliance with contract—claim denied.* Claim for reimbursement for payment of unemployment compensation in connection with migrant workers' program which was mistakenly paid from funds for another program was denied as Claimant waived right to reimbursement by failing to submit voucher within 60 days of completion of contract as required by provision of contract.

**MONTANA,** C.J.

This is a three-count claim for reimbursement to Claimant for expenditures allegedly made by Claimant pursuant to a contract entered into by the parties wherein Claimant was to provide food services to migrant workers.

Both Claimant and Respondent filed cross-motions for summary judgment. At oral argument on those motions before the commissioner there was conceded that there are no contested issues of fact.

**As** to Count **I,** the facts are that in 1981 Respondent had been unsuccessful for two years in opening a Lake County migrant service center. In March or April of 1981 Respondent requested Claimant to open such a center in Lake County by the end of June 1981.

**A** licensable location was obtained for opening in June, but this location had no acceptable kitchen facilities, thus necessitating the hiring of a catering service. Respondent, through its representative, told Claimant that Quality Catering was the only catering service in the area that met licensing standards. Based on verbal approval by Respondent, Claimant contracted with Quality Catering without competitive bidding as required for such contracts.

By practice and custom, Claimant first requested reimbursement of the contested expenses of Quality Catering amounting to **$5,996.00** from the Federal program involved, namely, the Federal Child Care Food Program, During the last week of April 1982, Claimant was notified by the Federal agency that the requested amount would not be reimbursed. Immediately thereafter, on May ***5,*** 1982, Claimant submitted

vouchers to Respondent. These vouchers were delivered to Respondent 68 days after the termination or completion of the contract.

The contract provided, in pertinent part that:

"No **vouchers shall be honored and paid and the Agency waivers all rights to payment if submitted later than** *60* **days after the end** of **the fiscal year or, if submitted more than** *60* **days following the termination or completion** of **the contract."**

Thus, Respondent argues, Respondent is not liable because there was no competitive bidding and because the vouchers were submitted more than 60 days following the termination or completion of the contract.

Claimant argues that since Claimant received verbal approval of the noncompetitively-bid contract, verbal approval was sufficient, and further, that the delay **in submitting vouchers was not** due **to its own fault** but was induced by late notification by the Federal program that the expenses were not to be approved by them.

In the opinion of this Court, it is not necessary for us to decide whether payment should or should not be denied because the reimbursement claimed was based on a noncompetitively-bid contract, because Respondent's second defense is sufficient.

This Court is powerless to change the terms of the contract between the parties. The contract plainly requires submission of vouchers within 60 days of the completion of the contract. Vouchers were not submitted within that period of time. Claimant's reason for not following the contractual payment procedure is wholly insufficient, for the record shows nothing to have prevented Claimant from submitting vouchers to Respondent while waiting for a response from the Federal program.

Thus, because of the violation of the unambiguous terms of the contract, the Claimant waived the claims enumerated in Count I and the claim in Count I is denied.

As to Count II, Claimant's claim is for reimbursement for interest and penalty costs incurred by Claimant on late F.I.C.A. payments incurred by Claimant as a result of Respondent's failure to make timely scheduled payments to Claimant.

The facts were that claims were made for reimbursement of expenses for **July,** August and September of **1981,** which included claims for persons who were not eligible under the program. Because of questioned eligibility, the claims for those months were not processed until eligibility verification documentation was received by the Department. An audit was completed in December **1981** on eligibility documents and a total of **$8,630.95** was disallowed and deducted from the claims, leaving **$5,644.00** due to Claimant, which amount was paid in January and February **1982.**

Claimant argues that Respondent's failure to immediately recognize the eligibility of those persons who were eligible, and immediately pay the **$5,644.00,** caused the Claimant to incur interest and penalty costs on F.I.C.A. payments.

In the opinion of this Court, the delay in payment was because Claimant submitted ineligible claims and thus the delay in payment was solely Claimant's fault.

In addition, Claimant's failure to pay its F.I.C.A. payments has not been shown to have been the result of Respondent's delay in payment. Thus, assuming ***arguendo*** that Respondent caused a delay **in** payment, it does not follow that the Respondent is liable for all costs

incurred by Claimant by its own failure to pay its own bills. This failure to pay its own bills is a result of its own policy considerations and not because of any fault on the part of Respondent. Count II is also denied.

As to Count III, the Claimant claims that in October and November 1982 it mistakenly paid fringe benefits in the amount of $3,126.00 in the form of unemployment compensation from another of its funds, namely the Head Start Program funds, which payment was for the use of the migrant workers program. Claimant did not discover this mistake until an audit was made of the Head Start Program. Claimant, therefore, seeks reimbursement under the migrant workers contract for unemployment compensation money expended by it but for which it has never formally requested reimbursement under the contract between the parties.

Once again, the provisions of the contract, which require submission of vouchers within 60 days of the completion or termination of the contract, applies. The claim in Count III is one in which vouchers were never timely submitted. In fact, it was admitted during oral argument before the commissioner that vouchers have not yet been submitted. This count, being contractually stale, is denied.

Accordingly, it is hereby ordered that this entire claim be, and hereby is, denied.

(No. 83-CC-2111—Claim denied.)

DANIEL LEE COOLEY, Claimant, *v.* THE STATE OF ILLINOIS, Respondent.

*Opinion filed March 11,1986.*

F. JAMES FOLEY (WILLIAM C. CRAIG, of counsel), for Claimant.

NEIL F. HARTIGAN, Attorney General (JOHN PERCONTI, Assistant Attorney General, of counsel), for Respondent.

PRISONERS AND INMATES—*injury caused by another inmate—no negligence by State—claim denied.* **Award for personal injuries received by Claimant during a fight in the weight room and boxing ring denied as evidence established that injury was not caused by agent of the State, Claimant assumed the risk of injury in fighting with another inmate, and State was not negligent in not having supervisor constantly present in weight room.**

PATCHETT, J.

This claim arises out of a fight which occurred both in and out of the boxing ring at Logan Correctional Center between two inmates. The Claimant suffered a fractured nose as a result of the fight, which he claimed he was forced to engage in. His initial report to the correctional institution was that his nose was injured while lifting weights.

The weight room and the boxing room were combined in one room. Claimant claimed that while using the weights, he was forced to enter into a boxing match with another resident. After fighting outside of the ring, the Claimant put boxing gloves on and entered the ring to complete the fight. As a result of the fight, the Claimant claims that he suffered a fractured nose.

We see no basis for any award as a result of this claim. First of all, the cause of the Claimant's injury, by his own admission, was another resident. He can look to

legal redress against the other resident to compensate him for his injuries. We see no basis on the facts established in the record to indicate any negligence on the part of the State. In addition, we do not find the evidence of the Claimant to be persuasive.

Even if this Court were to believe the Claimant's version of the story, and to believe that the State was negligent in not having a supervisor constantly present in the weight room, we do not believe that the negligence, if it existed, would be the proximate cause for this injury. It is well settled law in the State of Illinois that the tortious actions of a third party breaks the chain of negligence running between a tortfeasor and a victim. There is no claim in this case that the resident who broke the Claimant's nose was in any way fighting on behalf of the State of Illinois, or as a result of the State of Illinois' direction or control.

In addition, it must be assumed that the Claimant assumed the risk totally, and was 100%contributorily negligent, by climbing into the ring and continuing to fight with a member of the boxing team who weighed in excess of 40 pounds more than the Claimant.

For all the reasons stated above, we deny this claim, and find for the Respondent.

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(No. 83-CC-2820—Claimant awarded $5,324.28.)

**ALLIES FOR A BETTER COMMUNITY,** Claimant, *v.* **THE STATE OF ILLINOIS, Respondent.**

***Opinion filed June 9, 1986.***

**THOMAS GRIPPANDO,** for Claimant.

NEIL F. HARTIGAN, Attorney General (JAMES A. TYSON, Assistant Attorney General, of counsel), for Respondent.

*LAPSED APPROPRIATIONS—limit on awards.* The Court of Claims is constrained by the constitution and the statutes to limit any award in a lapsed appropriation case to the amount remaining in the applicable appropriation.

*SAME—family counseling services—contract terminated—award granted in amount of lapsed funds.* Where the State's contract with the Claimant for counseling services was terminated due to the Claimant's noncompliance with certain terms of the contract, the Claimant was not entitled to any reimbursement for services performed subsequent to the termination of the contract, but an award was granted in the amount of the lapsed funds for services performed prior to termination.

RAUCCI, J.

Claimant herein, Allies for a Better Community (hereinafter referred to as ABC), filed this action against the Illinois Department of Children and Family Services (hereinafter referred to as DCFS) as a lapsed appropriation claim. ABC and DCFS entered into a contract, whereupon ABC would render services in the nature of family counseling and individual and group therapy provided to persons and families in crisis. Claimant seeks **$26,342.00** for services performed during the second, third and fourth quarters of Fiscal Year (FY) **1982.**

At issue is whether the contract was terminated by DCFS pursuant to ABC's noncompliance with certain contractual provisions and whether Respondent is obligated to pay for services performed after the effective date of termination.

An evidentiary hearing was held before Robert E. Cronin, commissioner. Both parties have submitted their post-hearing briefs and arguments.

**The** record reflects that DCFS made payment for the first quarter of the fiscal year involved (FY **82)** but

made no further payments. The contract in question was terminated by DCFS effective April 1, 1982. The termination was based on the Claimant's noncompliance with certain provisions of the original contract and its extensions as stated in the letter from DCFS to ABC dated March 31,1982.

The record further reflects that the contract was terminated for ABC's failure to furnish an audit report for the FY 81 contract for the same program. DCFS has also not received the statistical, fiscal and programmatic information required by the contract. Audit reports for both the FY 81 and FY 82 contracts were eventually sent on June 14,1982, to DCFS.

Claimant seeks reimbursements for services performed during the second, third and fourth quarters of FY 1982, October 1 through December 31,1981; January 1 through March 31, 1982; and April 1 through June 30, 1982, respectively. The contractual rate per quarter is $9,698.00.

Testimony by Alonzo Whiteside, certified public accountant, disclosed that he issued an unconditional financial statement on behalf of ABC for FY 1982 and that said report was submitted to DCFS. This appears to comply with ABC's contractual requirements; therefore, reimbursement for the second and third quarters of FY 1982 is appropriate.

However, the Court of Claims is constrained by the Illinois Constitution and the State Finance Act to limit any award in this matter to the amount remaining in the applicable appropriation. (Schutte & *Koerting Co. v. State* (1957), 22 Ill. Ct. Cl. 591; *Ridgeway Hospital v. State* (1982), 36 Ill. Ct. Cl. 716.) Respondent has acknowledged that at the end of the lapse period for FY 1982 there was $5,324.28 remaining in the appropriation.

Claimant has urged, with a voluminous citation of authority, that where appropriations lapse, an award will be made. Claimant ignores that such awards are limited to the amount of funds which lapse.

Based on the foregoing, we find that the contract in question was terminated by DCFS effective April 1, 1982, for ABC's noncompliance with certain terms of the contract. Thus, services performed by ABC subsequent to the termination date, namely, the further question of FY 1982, are not eligible for reimbursement. See ***Brokaw*** Hospital ***v.*** State (1979), 32 Ill. Ct. Cl. 810.

It is therefore ordered that Claimant is awarded five thousand three hundred twenty-four and 28/100 dollars ($5,324.28) in full and complete satisfaction of this claim.

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(No. 84-CC-0474—Claim denied.)

LOEWENBERG/FITCH **PARTNERSHIP, Claimant, *v.* THE STATE OF** ILLINOIS, Respondent.

***Opinion filed June 11, 1986.***

MOHAN, ALEWELT & PRILLAMAN (PAUL ADAMI, of counsel), for Claimant.

NEIL F. HARTIGAN, Attorney General (G. MICHAEL TAYLOR, Assistant Attorney General, of counsel), for Respondent.

CONTRACTS—*claims* ***for additional work—partially denied.*** In the matter of an architect's numerous claims for additional work for certain services performed in constructing State office building, the Court of Claims denied those claims which Claimant failed to prove by a preponderance of the evidence were beyond the basic requirements of the contract and were extra work.

***SAME—extras—contractor coordination—partially granted.*** The architect-engineer involved in the construction of a State office building was

partially granted a claim for extra work related to contractor coordination, where the evidence established that there was a real problem with coordination, since there was a question as to how much of the time was beyond his basic responsibilities under the contract.

LAPSED APPROPRIATIONS—*claim based on obligation exceeding appropriation must be denied.* A fundamental principle of the Court of Claims requires that where agencies incur obligations in excess of amounts appropriated to them, claims based on those obligations must be denied, and only an act of the legislature can provide for payment of such claims, unless the claim is founded on a service expressly mandated by law.

CONTRACTS—*extras—on-site observation—claim denied—funds exhausted.* An architect-engineer's claim for extra services provided by on-site observers involved in the construction of a State office building was denied, even though the Claimant documented the services and suffered damages by not being paid, since the funds for payment had been exhausted, and only a special act of the legislature could provide for Claimant's damages.

MONTANA, C.J.

The Claimant filed its complaint against the State of Illinois on August 24, 1983. The **original complaint** sought $116,826.05 in damages based on a contract claim. The Claimant filed an amended complaint on March 28, 1984, seeking $127,417.25 in damages on its contract claim. Trial was held in this cause, the parties have fully briefed the issues, and Commissioner Robert Frederick has filed his report.

The claim is for additional work for certain architectural services for the construction of the Illinois Department of Agriculture office and laboratory building located on the Illinois State fairgrounds in Springfield, Illinois. The contracts which are in evidence were entered into on May 3, 1976, for the original contract, and August 8, 1978, for the revised contract. Certain modifications of the contract are also in evidence.

The State of Illinois did not file an answer but has apparently relied on Rule 10 of the Rules of the Court of Claims to enter a general denial to the complaint.

The claims of the Claimant are listed in its bill of particulars and will be addressed hereinafter in this report by their L/F number. The claims are for AGFX-1 through AGFX-32. AGFX numbers 17, 19 and 22, totaling $2,696.40, are not at issue in this case pursuant to paragraph 6 of the amended complaint, wherein it was alleged the Respondent had paid or had agreed to pay these three small claims.

## The Facts

The Claimant was the architect/engineer for the construction of the Illinois Department of Agriculture office and laboratory building. Ralph Hahn & Associates were its engineers for the project. The Capital Development Board hired its own separate construction manager. The project was supposed to take 22 months to complete but ended up taking close to five years. The Claimant is seeking only additional on-site time which it feels is mandated by the contract. It is not claiming any additional monies for contract administration. It is also claiming payment for extra work which was requested by the Capital Development Board. These items were billed to the Capital Development Board with documentation. Claimant was advised that there was no money to pay these claims. It could not document any deductions from contractors to generate any more monies and had to file a claim with the Court of Claims.

Frank Bernstein, the supervisor of construction management with the Capital Development Board (CDB hereinafter), was called as an adverse witness by Claimant. He had been in charge of the project for the agriculture building, and he is a registered architect. The project was the construction of a building of structural steel and masonry to house offices and laboratories with

**150,000** square feet. The projects also included installation of high-tech.solar heating and cooling.

The building was to be built at one site but had to be relocated due to subsurface mining problems. The building was built on the southwest portion of the Illinois State fairgrounds. The Claimant was the A/E, and Ralph Hahn & Associates were the consulting engineers on the project. The general contractor was C. Iber & Sons. Claimant's exhibit No. **3** is the base contract between Claimant and Respondent. It included **$76,858.00** for on-site observation. **A** modification of Number **4** was made which added $81,000.40, **$10,129.50** of which was for an observer. The original contract had a full-time observer for **$56,056.00.** A second part-time observer was budgeted at **$20,258.00.** These positions were for **22** months. Mod **4** added **a** second observer for one day per week. With all modifications there was budgeted a total of a first observer for **32** months, five days a week, and a second observer three days a week for **22** months. **A** total of **$112,716.15** was budgeted for on-site observation to March **31, 1983.** The total amount budgeted was spent.

Section **3-3.2** of the contract allows for additional compensation beyond the contract completion date. The **A/E** absorbs the first 60 days beyond the completion time and the CDB **is** obligated to pay additional amounts if the delay is not the fault of the architect or engineer.

This project was started in August of **1978,** was scheduled to be completed **22** months later in June of **1980,** but was finally completed in June of **1983.** The Claimant and Ralph Hahn & Associates presented exhibits Nos. **9,** 10 and **11** to request additional

compensation. These exhibits included the request and background information.

The A/E and CDB set the anticipated construction time. The completion time on this project was extended

The contract was between the State of Illinois and Loewenberg & Loewenberg. The State had no contract with Ralph Hahn & Associates. Ralph Hahn & Associates were hired by Loewenberg & Loewenberg, the Claimant herein. C. Iber & Sons, the general contractor, did a very poor job of contractor coordination. The first observer was to be there every .day. The second observer was there as necessary for specific problems. Mr. Bernstein was later recalled as an adverse witness and testified in summary as follows:

An engineer bills the architect and the architect bills the CDB in the normal course of events. The claims in this case were made by Loewenberg to the CDB on June **28, 1983.** The CDB requested additional documentation and supplementary information was given to CDB. On the claims for which Loewenberg was making a request for payment, the work actually was 'done by its subcontractor, the consulting engineer, Ralph Hahn & Associates. AGFX **17, 19** and **22** were paid by CDB to Loewenberg through deductions from contractors. There was money available to pay the other claims. **(RP 242.)** This would have been through a methodology of proving a claim to deduct money from contractors causing the delays. (RP **243.)** This is through the "standard documents for construction" which is referred to in the contract. However, in paragraph **3.8,** the contract states that payments withheld from contractors shall not affect the A/E's right of payment. Other than

monies from deductions from contractors there was no money available in the budget to pay the claims of Loewenberg. (RP *245.)* The architect is charged with the duty to administer the standard documents of construction. The CDB may withhold payments in whole or in part if it reasonably determines that the contractor's work is not in accordance to the contract or plans. (RP **248.)** These claims were paid to the A/E (17, 19, **22)** because the A/E documented to CDB that the specific contractor was at fault by clear evidence.

Mr. Bernstein testified that all those claims still existing in **AGFX 1-23** were not paid because it was part of the responsibility of the A/E to administer these types of items under the basic contract. The **A/E** did not substantiate the claims. They submitted man hours without specific allocations as to time of incident and what it was for.

The CDB did not make further deductions from contractors because the documentation was not qualitative enough. (RP **261.)**

Ralph Hahn testified in summation as follows:

He is president of Ralph Hahn & Associates and they are consulting engineers. They were the mechanical, electrical and civil engineers for this project. They were hired by Loewenberg & Loewenberg. They billed Loewenberg & Loewenberg for the work they did. They were paid out of Loewenberg's fee. He was not sure how on-site observation was paid. Mr. Hahn identified Claimant's exhibits Nos. 9, 10 and **11,** which he stated were "the request for compensation by Loewenberg which has their own particular request for itemized compensation and which really was also a transmittal of *OUT* request for compensation." They

documented their requests to Loewenberg and to the CDB as to the extra work. The extra work was for items during the construction period. There are no claims for the design period. The extra work was either requested by CDB or the Department of Agriculture. None of the claims for extra work was for contract administration.

Mr. Hahn testified as to each of the items of claimed extra work in summary as follows:

AGFX-1. The deduct meter. This measured the water to lower sewage costs. This was not included in on-site observation and is not in his estimation a part of contract administration normally performed by an A/E. This was not in the original plan. He claims **$495.79** for this work, which is based upon the hours worked for personnel plus 150%.This is basic payroll plus benefits plus the extra percentage. Loewenberg added 25%to each item of extra work, but that **25%**has been eliminated from the claims.

On cross-examination, Mr. Hahn testified that they had to redesign the piping and prepare drawings. A change order was required and **it** was a minor change. Section **4.2.6.3**has the A/E absorb minor modifications and this deduct meter, standing alone, is a minor modification.

Frank Bernstein, the State architect and witness, testified that as to AGFX-1, the CDB refused to pay this claim as it is a part of the basic services and within the normal purview of the **A/E** contract in paragraph **4.2.6.3.** That provision states the A/E shall prepare minor modifications and applications for change orders. This claim was made in **1983** after the project was completed.

AGFX-2. Mr. Hahn testified his people felt that

Dynamic Heating & Piping were not doing the welding properly. They were not using heavy enough machines or rods for the job. CDB requested they locate a testing lab to X-ray the welds. He is seeking reimbursement for research to find the proper lab, to negotiate the work, and to observe this work. The problem was that the contractor did not do the work according to specifications. The amount claimed by Ralph Hahn for this extra work is **$519.45.** On cross-examination **Mr.** Hahn testified that it is the duty of the **A/E** to protect the CDB against defects in construction. Part of the basic duties of the observer is to find defects. However, he felt the X-ray sort of thing was a little bit above and beyond what is normally expected. In and of itself, it was part of the A/E's normal activities.

Frank Bernstein testified that CDB refused this claim because it was part of the normal responsibilities of the **A/E** in assuring the State that installed items were according to plans and specifications. This claim was made in **1983** after the project was completed.

**AGFX-3.** Review of Dynamic change order. Dynamic was a subcontractor doing heating and piping work. Mr. Hahn testified the change order was **516** pages long and was prepared for legal purposes. This was not a normal change order. They ordinarily review change orders as part of basic contract administration, but this one was entirely different in that it was **516** pages long. In **24** years he had never reviewed a document of this volume or detail. He felt it was not included in the contract. The claim was based on a problem with C. Iber & Sons and not the A/E. They were not at fault. Hahn seeks **$4,239.45** for this extra work as it took **90** hours of time.

On cross-examination he testified that normally

reviewing change orders is part of the A/E's normal function. The problem was the size of this one. Exhibit No. 3, the contract in paragraph 4.2.6.5 requires the A/E to make recommendations on claims. This was a claim by Dynamic.

Frank Bernstein testified this claim was denied as the A/E under the contract is responsible for reviewing any documentation with regard to claims and disputes. The contract does not say how many pages or how voluminous the claim or dispute may be.

AGFX-4. Revise mechanical systems to accommodate natural gas. Mr. Hahn testified that when the building was originally designed, natural gas was unavailable. Later natural gas restrictions were removed and they were directed to revise the design per change order so a combination of gas and oil could be used. They also reviewed contractors' proposals and shop drawings, observed the contractors' work, and engaged in conferences. This was not part of the original design. This was a redesign costing $29,345.00, so it was a significant change order. Hahn claims 44½ hours extra work for a total of $1,392.79.

On cross-examination Mr. Hahn testified that this was a 1% change in design.

Frank Bernstein testified CDB refused this claim pursuant to paragraph 4.2.6.3 of the contract as it was the preparation of a minor change order.

AGFX-5. Revision to fixed partitions. Mr. Hahn testified that the user agency, the Department of Agriculture, wanted a revision in the plans to convert a space into a conference room and storage rooms in a different configuration. They prepared the documents for the changes required for this design change. This

would normally be extra work. They worked 99¼ hours on this and claim **$2,829.86.**

On cross-examination he stated the **$2,829.86** is only for the engineers' redesigned portion. There is nothing in there for the architect.

Frank Bernstein testified that this claim was also refused as a minor change order under section **4.2.6.3** of the contract.

**AGFX-6.** Cooling tower pumping. Dynamic Plumbing submitted drawings for approval for cooling towers and water piping that were different from what was shown on the specifications. Dynamic assured Hahn that the system would work and if it did not, they would make it work. Hahn approved the new system but it did not **work. Then** Dynamic was **off** the job so Hahn **was** asked to solve the problem, which they did. **A** separate contractor did the work. He feels Dynamic was at fault. He claims **$6,210.50** for this extra work which consisted of **156%** hours. He claims this extra work to be from a contractor error and not part of contract administration.

On cross-examination he testified that the **A/E** made the judgment that the new plan by Dynamic would work. He denied however, that it was **A/E** error. He claims it was the contractor's fault. The system was put in by Dynamic before the **A/E** received the changed plans, but the **A/E** accepted it on the assurances from the contractor that it would work. He also admitted that in general it was the job of the **A/E** to see that things like this did not happen.

Frank Bernstein testified this claim was refused by the CDB pursuant to paragraphs **4.2.6.4** and **4.2.6.5** of the contract. This was a review of shop drawings as well as a review with regard to claims and disputes. It was

also covered under the architect's responsibility under periodic observations on the site for assuring the system was installed correctly.

**AGFX-7.** Hot water in chilled water piping. During construction a problem developed in chilled water headers in the mechanical room and they spent time trying to find a solution to the problem. He feels this was contractor start-up work which should have been done by the contractor. He does not know if CDB requested Hahn or Loewenberg to do this work, but it had to be done. He claims **44** hours on this work for **$2,303.00.**

On cross-examination Mr. Hahn testified that this was fine tuning of the system. Under paragraph 4.2.6.8, the **A/E** has an obligation to provide qualified personnel to observe the function and testing of the electrical and mechanical work.

Frank Bernstein testified that this claim was refused because the work was within the normal purview of the **A/E's** responsibilities. The **A/E** was to guard against defects and observe and test the work pursuant to paragraphs **4.2.6.7** and **4.2.6.8** of the contract.

**AGFX-9.** Design handicap ramps. Mr. Hahn testified that CDB adopted new regulations for handicap access. They had to go back and design ramps for the handicapped per change order. This involved **9%** hours and he claims **$504.86.**

On cross-examination he testified that all they were claiming was for time spent by his employee in designing the ramp.

Frank Bernstein testified this claim was turned down because he had laid out the design and the **A/E** was only requested to provide the backup information

to process a change order. He had received sketches only after the work was completed. They provided backup information to process a formal change order.

**AGFX-10.** Germination and cold storage rooms. Mr. Hahn testified that two years after construction should have been completed, the user agency made some changes which required divisions and additions to construction documents for electrical and plumbing services which they did. There were also low voltage problems due to problems in the initial design. He is requesting **$1,353.99** for this additional work which is based on **29%** hours.

On cross-examination he testified that two years after the building was to be completed, the user wanted to add prefab rooms. They required a change **order. In** and of itself it was a minor modification.

Frank Bernstein testified that this was not a valid claim because it was a minor change under the change order provisions of the contract. It was part of the basic obligations of the A/E.

**AGFX-11.** Extra contractor coordination effort throughout duration of work. Mr. Hahn testified that the general contractor did not adequately fulfill his coordination responsibilities. This was the principal reason that the project took an extra three years to build. Hahn was directed by CDB and Loewenberg to assume much of the coordinating effort. Claimant's .exhibit No. 10, entitled "Contractor Coordination,'' indicates a meeting which all interested parties attended. Mr. Hahn feels this meeting led to his understanding he was to assist in the coordination effort. Under the original contract, the **A/E** was not responsible for contract coordination pursuant to paragraph **4.2.6.11** of exhibit

No. 3 of the contract. Exhibits Nos. 10, 11 and 12 document the extra time to substantiate this claim.

The lack of leadership by the general contractor caused Hahn extra work; particularly mechanical and electrical work. Most of this was coordinating work with various contractors. Exhibit No. 10 documents the many problems Hahn had, which includes filed reports. The project was delayed for several reasons. One of these was the lack of coordination where people could not work. The total hours for extra contractor coordination come to 424¾ hours for a total claim of $13,730.22. All of these hours are for work in the initial 22-month period.

Frank Bernstein testified that the contractors of record were not cooperating or coordinating work with one another. One cause was the poor coordinating job done by the general contractor. Also the work was of a unique nature and hard to explain to the contractors. Because the plans were so unique it was necessary for the A/E to show the contractors, through many meetings, what to do. This is part of the A/E's responsibility regardless of the level of technicality involved. (RP 385.) It was the A/E's basic job to see that the building was constructed according to the plans.

AGFX-12. Storm sewer rock design. Mr. Hahn testified this was for a few hours' work for revision of some documents for the storm sewer. This was for 8¼ hours and the claim was for $363.81.

On cross-examination Mr. Hahn waived this claim and no further consideration is given thereto.

AGFX-14. Chiller failure. Mr. Hahn testified the chillers ruptured. Persons unknown turned the chiller pumps on and left them running. Hahn investigated the matter to fix responsibility. It was to him an on-site

observation rather than extra work. His claim is for $703.02.

Frank Bernstein testified that this claim was refused by CDB as it was a minor change order and because the State wound up paying twice for a portion of the chiller which should not have been done. The **A/E** should have protected the State under the contract from the defect.

**AGFX-15.** West parking lot. The lot was not built properly so it would drain. Mr. Hahn had to go back and recalculate the elevation and observe the removal and replacement of the parking surface. He claims **$600.49** for this.

On cross-examination Mr. Hahn admitted that in relation to this parking lot, the **A/E** is responsible and **supposed** to be sure of the intent of the plans. The parking lot was done wrong and they did work with the contractor to make it right.

Frank Bernstein testified this claim was refused because the **A/E** should have protected the State from this defect. The State was paying for two observers and the **A/E** should be able to give the State a product which is correct the first time.

**AGFX-16.** Perchloric hood exhaust ducts. The ducts were not as specified. He claims $885.54.

On cross-examination Mr. Hahn waived this claim.

**AGFX-18.** Dynamic back charge. Mr. Hahn testified that certain work had to be done by other contractors since Dynamic Heating & Plumbing Company was off the job. Hahn had to investigate which items should be back-charged to Dynamic. His claim totals $397.01.

On cross-examination Mr. Hahn admitted that by

itself this item was within the purview of his responsibilities under the contract in the claims and disputes section.

Frank Bernstein testified that this claim was refused because this work was part of the basic conditions of the contract for the A/E to perform under paragraph 4.2.6.7 of the contract. The A/E had two observers to catch these problems.

AGFX-20. Replacement of air separators. The air separators were incorrectly installed. They investigated and devised a method to make the system work. He claims $464.80.

On cross-examination Mr. Hahn waived this claim also.

AGFX-21. Premature punch lists. Hahn prepared punch lists so Dynamic could get off the job and be paid off. They had to prepare a punch list in November of 1980 and then again in November and May of 1982. He felt the punch list was not necessary in 1980 and was done for the convenience of the owner and therefore he is claiming an extra on-site item. Normally a punch list is part of regular on-site services but he feels this was out of scope. He claims $1,282.14 for this.

Frank Bernstein testified that this claim was refused because it is part of the A/E's basic job to prepare punch lists and there is no statement that there will be only one punch list and there is never only one.

AGFX-23. Handicap ramp construction. This is for the construction of the handicap ramp referred to in the design claim in AGFX-9. He claims $192.61.

On cross-examination Mr. Hahn waived the claim.

On-Site Observation Items. These are claims for work in the field rather than office work such as preparing plans.

AGFX-24. First observer, full-time, 15 months at **$131.94** per day and second observer, 2 days per week, **15** months at **$131.94** per day.

Mr. Hahn testified that he submitted these claims originally on an hourly basis with the date, the person's name, and the number of hours. Loewenberg submitted the claim as so many days per week for a certain length of time. At the hearing these items were voluntarily reduced to a total of **$35,491.86** for the first observer and **$15,728.87** for the second observer.

Frank Bernstein testified that CDB determined not to pay these claims because of the delays in the project. The only people who could resolve problems on the project were those who designed the project. Another problem was the lack of qualitative documentation for these requests for more money. The State needed to know who was there, what happened, why it happened, and who caused it to happen. The State does not dispute that the work was done and an additional observer could have been paid out of appropriated dollars if the backup information had come in in a timely and qualitative fashion so that the State could have gone after the contractors that caused the problems.

All of the funds for this project were expended and disbursed by June **15,** 1983. The contractors were paid and the money used up because the State had not formally received documentation as to fault so that monies could be withheld from specific contractors. He had three meetings with Ralph Hahn requesting adequate documentation. It is an obligation under the

basic contract to provide the documentation. (RP **399.)** It is the position of the CDB that Claimant's exhibits Nos. **9,10** and **11** are not adequate documentation under the contract. AGFX-24 was denied because the documentation was not relative to a specific contractor problem or error. All of the observation items on AGFX-***24*** were denied for the same reason. The State was not the cause of additional time overruns and it was the A/E's job to document the fault to specific contractors which they did not do.

Mr. Hahn testified further that any delays by the A/E were minor and within the 60-day period covered by the contract. Strikes caused delay. Change orders, lack of a roof on time, and solar equipment were all causes of delay. However, the major delay was due to lack of coordination of the work.

Mr. Hahn testified on cross-examination that Loewenberg & Loewenberg contracted with the State of Illinois. Hahn contracted with Loewenberg to be a consultant. They contracted to be paid a lump sum by Loewenberg and they have been paid. As an offer of proof, Hahn testified that he had not been paid for these extra items which he has billed to Loewenberg for the money or filed a lien. He was a subcontractor on this project.

He further testified that the A/E approves or disapproves compliance with the intent of the plans and specifications. If there is a design error it is the fault of the architect or engineer and any delays would be their responsibility.

Mr. Hahn further testified they made these claims to the CDB but were advised that there was no money. **(RP 217.)** CDB advised the A/E to document whose fault

these problems were and they could delete that amount from the individual contractors involved and they would be paid from the budget for the contractors. (RP 217.) They were not able to document the claims to CDB's satisfaction and therefore not paid. (RP 217-218.) Exhibits Nos. 9, 10 and 11 were prepared as it was apparent CDB did not have money to pay the A/E.

All the work they did was as agent for Loewenberg & Loewenberg and all claims made are on behalf of Loewenberg & Loewenberg.

Robert Lambert testified for Claimant that he is a vice president of Loewenberg & Fitch. He is a registered architect. He was the project manager for Loewenberg on the agriculture building project. Everything Ralph Hahn & Associates did on the project was under the authorization and direction of Loewenberg. As to the claims, he stated, "If they are our subcontractors and they submitted it to us, they belong to us in a sort of a way." (RP 265.)

As to the first observer, they furnished on-site observation to CDB which came to about $150,000.00 and they have only been paid $82,392.00. They are only claiming the on-site observer to December of 1982 even though he worked longer. They are claiming for a first observer for the 20 months after May 1,1981. The figure was computed at 20 days per month on AGFX-24. The daily rate was $131.94 per day. The total claim was $52,776.00 as to the first observer, but reduced at the hearing to $35,491.86.

Loewenberg also seeks payment for a second observer, which they furnished after the scheduled completion date for 22 months. They also claim a second observer for 15 months. The total they claim is

**$15,728.27** for the second observer as reduced at the hearing.

**As** to **AGFX-25,** Loewenberg claims **$10,423.26** for an observer to attend project meetings. Exhibit No. **9** itemizes the time of an additional man to attend these extra meetings to expedite the project. Under the contract in paragraph **4.2.6.7,** Loewenberg was required to visit the site periodically. Loewenberg claims it was extra work to attend meetings after the scheduled completion date. They claim **$10,423.26** for **79** days at **$131.94** per day. They billed this at the same rate as on-site observation. They agreed to this rate even though it was low for the work. These were coordination meetings and **CDB** requested the extra man.

**AGFX-28-32.** Preparation of change orders. Number **26** was a user change; No. **27** was a review of documents; No. **28** was to prepare a sketch for trees and a minor change; No. **29** was a change order to demolish a gate house; No. **30** was to prepare a change order for new furniture; No. **31** was a change order to add soil mixture to a plant area; and No. **32** was to review change orders of contractors to get money back from some other contractors. They claim a total of **$2,512.55.** There were no monies available to pay these claims from **CDB. (RP 293.)**

On cross-examination, as an offer of proof, he testified that if these claims were denied by this Court, Loewenberg would not pay Hahn. **(RP 296.)**

Hahn billed Loewenberg by the hour of this work claimed as on-site observation, but Loewenberg submitted the claims to **CDB** differently as total hours. Loewenberg billed per day while Hahn billed per hour.

Under the basic contract Loewenberg was to have a

man attend a periodic monthly inspection. **Also** under the contract, the **A/E** was the representative of the CDB.

On cross-examinationhe could not say what **AGFX-26** was for. It was for a minor few hours on each one of these claims. Normally it would come under the obligations of the **A/E** in the basic contract. The architect designs to **90%** of the project cost. The 10% is for contingencies such as changes and revisions. **(RP 332-333.)**

**AGFX-27** was three hours of minor changes. **AGFX-28** dealt with minor changes and **AGFX-29** was a change order. **AGFX-30** also was a minor change as were **AGFX-31** and **AGFX-32.** These were actually part of the basic contract.

The documentation in exhibit No. 9 was not prepared or presented to CDB prior to June **28, 1983,** but the substance thereof had been verbally given to CDB prior to that date. **All** exhibits of Claimant were admitted into evidence except exhibit No. **15** which is a part of the record.

**As** to **AGFX-25,** Frank Bernstein testified for the State that this claim was denied because this work was part of the basic contract agreement. **(RP 401-402.)** The **A/E** is required at **a** minimum to attend one meeting per month. Because of the complexity of the project there were more meetings. One meeting is a minimum not a maximum. This was understood and the **A/E** should have known he would have to come from Chicago to the meetings in Springfield.

**As** to **AGFX-26,** this was denied because it was covered under the change order provisions of the contract. **AGFX-27** was refused because it was a minor change and should have been overviewed by the **A/E**

during the construction process. AGFX-28, 29, 30, 31 and 32 were viewed as minor changes under the contract and refused. The project was $12 million and these changes were $2,000.00 and therefore minor in nature. The architect was paid an amount approaching $1 million on this project, so $2,000.00 is minor.

In addition, there is slack built into the contract, as a 10% contingency is built in. The A/E gets the money up front on his fee before the A/E does the work. It is paid in the process as the work is done, but the fee is calculated on the basis of 100% of the construction cost, which includes 10% over the basic design. The 10% is for change orders, minor modifications, and so forth.

On cross-examination, Frank Bernstein testified that the A/E fee is a percentage and in this case 5.799% of the net available construction dollars. He agreed that paragraph 3.8 of the contract states, "Payments withheld from contractors shall not effect the A/E's right to payment."

He testified the A/E made an attempt to reasonably guard against defects. The A/E recommended further deductions from the contractor but CDB did not follow that recommendation. The CDB told the A/E that if they could document time expended for extraordinary professional time expenditures, a fund could be created to pay them. The A/E was to document contractor fault so deductions could be made and then document their extraordinary time if the A/E was to be compensated. The A/E was not able to substantiate the time it claimed it expended. (RP 441.) They gave CDB logs of time and dates with no substantiation as to what they did under the contract during that time. The CDB required the A/E to link up his team to a specific contractor default if the A/E was to be paid for that additional time the A/E

claimed it spent. Some of the A/E's claims would have been paid if they had provided the requested information to substantiate them. There was a contingency fund, but it was spent. **(RP 455.)**

Mr. Bernstein admitted that the A/E is entitled to some additional on-site observation time and it is just a question of how much. **(RP 457.)** He cannot tell how much because the documentation is insufficient. He could not rebut the claim for actual on-site observation time expended as to pure time expended. **(RP 458.)** The contractors, users, weather and strikes caused most of the delay in the project. Any delays caused by the A/E were minor.

The problem is that the A/E failed to produce and still fails to produce substantive documentation on where the extra time was expended due *to* extraordinary conditions. The time should have been documented in daily logs traditionally made in ordinary practice, carried out by every man in the field. **(RP 471.)**

Mr. Hahn testified in rebuttal that the standard documents for construction do not apply to the A/E and further that the A/E supplied sufficient documentation to the CDB to support the claims made for extra work. Mr. Bernstein had asked for more specific documentation such as, **"I** was on the job today, and here is exactly what I did today." **(RP 481.)** The A/E's documentation was different since the request for documentation came after the job was completed and they could not go back and reconstruct the exact extra work. However, it was the same type of documentation that the State accepted to pay some of the claims.

The Law

Several of the claims of the Claimant are more

easily resolved by rejection thereof based on the contract between the parties.

We deny recovery for the following items for the reasons stated:

**1. AGFX-1.** This was a minor change within paragraph **4.2.6.3** of the contract and within the basic services of the A/E.

**2. AGFX-2.** This is part of the normal responsibilities of the **A/E** in assuring the State that the work is proceeding according to the plans.

**3. AGFX-3.** This is part of the basic contract paragraph **4.2.6.5** for the **A/E** to make recommendations on claims.

**4. AGFX-4.** This is a minor change order and part of the A/E's basic duties under paragraph **4.2.6.3** of the contract.

**5. AGFX-5.** This is also a minor change order under paragraph **4.2.6.3** of the contract.

**6. AGFX-6.** The **A/E** concurred in approving this change of plans. This **is A/E** error and attributable to the A/E. This claim is also denied pursuant to paragraphs **4.2.6.4** and **4.2.6.5.**

**7. AGFX-7.** This claim is denied under paragraphs **4.2.6.7** and **4.2.6.8** of the contract. It is part of the A/E's normal responsibilities.

**8. AGFX-9.** This was a minor change order and is denied for that reason.

**9. AGFX-10.** This was a minor change order and is denied for that reason.

**10. AGFX-12.** Claim waived at trial.

**11. AGFX-14.** This was a minor change order and the **A/E** should have protected the State from this defect.

**12. AGFX-15.** The **A/E** should have protected the State from this defect.

**13. AGFX-16.** Claim waived at trial.

**14. AGFX-18.** This was part of the basic contract work under paragraph **4.2.6.7.**

**15. AGFX-20.** Claim waived at trial.

**16. AGFX-21.** It is part of the A/E's basic duties to prepare punch lists.

17. **AGFX-23.** Claim waived at trial.

**18. AGFX-25. This was part of the basic duties and** there is no provision in the contract for extra pay for this.

**19. AGFX-26.** This was a minor change order and within the contract.

**20. AGFX-27.** This was a minor change order and within the contract.

**21. AGFX-28.** This was a minor change order and within the contract.

**22. AGFX-29.** This was a minor change order and within the contract.

**23. AGFX-30.** This was a minor change order and within the contract.

**24. AGFX-31.** This was a minor change order and within the contract.

**25. AGFX-32.** This was a minor change order and within the contract.

The Claimant has not proven by a preponderance of the evidence that these items of work are beyond the basic requirements of the A/E to perform. All of the above-stated items were part of the A/E's basic contractual obligations and therefore not extra work.

The only remaining claims are AGFX-11 and AGFX-24. On AGFX-11 Claimant seeks $13,730.22 for 424.5 hours of extra contractor coordination work. As previously stated, Mr. Hahn testified that the general contractor did not adequately fulfill his coordination responsibilities under the contract and that this was the principal reason for the delays. The lack of leadership was said to have caused him extra work which he was directed by Loewenberg and the CDB to perform. Frank Bernstein acknowledged that the contractors were not cooperating or coordinating work with one another and one of the causes of this situation was a poor coordinating job done by the general contractor. However, his position was that because the plans were so unique it was necessary for the A/E to spend extra time with the contractors, that this is part of the A/E's responsibility regardless of the level of complexity involved, and that it was the A/E's basic job to see that the building was constructed according to plans. After reviewing the record we are inclined to find in favor of the Claimant at least in part on this item.

There appears to have been a real problem with coordination, and the A/E was instructed to and did perform extra effort. How much of this time was part of his basic responsibility of seeing that the building was constructed according to the plans and how much was over and above that amount of time is not entirely free from doubt. We affix the Claimant's damages at $10,000.00 on this item.

On AGFX-24 the Claimant seeks for the first

observer **$35,491.86.** This **is** based on **269** billable days at **$131.94** per day. For the second observer it claims **$15,728.27.**

The agreement of the parties clearly provides for extended on-site observation under section **3.3.2** and payment of these amounts is not affected by any payments withheld from contractors under section **3.8,** except for the fact that this was the only money available to pay them. **Also** under section **9.3** of the agreement, the parties imply there may be some dispute on payment for this on-site work and the contract provides for the Court of Claims to decide the issue. The contract specifically allows for additional on-site observation. The **A/E** was to absorb only the first **60** days of delay. The first observer was paid for an additional 10 months but there was no money available **to** pay beyond **that** period **and** there was no money to pay the second observer. The delays were not the fault of the A/E. Mr. Bernstein testified the **A/E** is entitled to compensation for this. He just could not say how much. The State could not rebut that the first and second observers had expended the amount of time claimed. ***(Evans Associates v. State*** (1981), **35** Ill. Ct. Cl. **140.)** The dispute in **1983** was to what the observers spent their time doing. The documentation plus the testimony in the trial proves the on-site observation was done. We find that the Claimant suffered damages for claim **AGFX-24** in the sum of **$51,220.13.**

The question of entering an award remains. The Respondent did not plead affirmative matters. The Respondent's arguments that these claims are really those of Ralph Hahn, a subcontractor, were withdrawn in Respondent's brief on page 1 and are considered further. Respondent does argue that because all funds in

the appropriation were totally expended on June 15, 1983, there was no lapse of appropriated money from which an award to this Claimant can be made. (*Ude, Znc. v. State* (1982), 35 Ill. Ct. Cl. 384; *Brokaw Hospital v. State* (1982), 35 Ill. Ct. Cl. 231.) They argue that where insufficient money lapses from which a claim can be paid, no award may be made in excess of the amount of money lapsed. *(Blankenship v. State* (1975), 31 Ill. Ct. Cl. 116.) Respondent argues that lack of any funds to pay is not an affirmative defense. It in fact is a constitutional prohibition under article 8, section 2B of the Illinois Constitution of 1970. In any event, the record is clear that Claimant was advised many times that there was no money to pay the claim. Insufficient funds is not really an affirmative defense. It is a condition precedent to this Court's making an award. This Court could make a finding of liability but not enter an award. *(VanNattan v. State* (1981), *34* Ill. Ct. Cl. 260.) This Claimant has cited *Schutte v. State,* 22 Ill. Ct. Cl. 591, and *Hall v. State* (1979), 35 Ill. Ct. Cl. 1. Claimant argues that the State has failed to show that transfers from line items could not have been made to pay this claim, or other unobligated funds were not available, but we can take judicial notice that transferability is not possible here. The evidence before the Court is that the funds were totally expended and there is no evidence before the Court that any other funds lapsed which could have been used. The additional on-site observation has been proven by a preponderance of the evidence in the total sum of $51,220.13. However, to enter an award would in effect be a deficiency appropriation in violation of article 8, section 2B of the Illinois Constitution. The evidence before the Court is that all available funds for this project were totally expended. This case does not fall into the one exception whereby a contract exceeding an

appropriation may be valid where it is expressly mandated by law. ***(Blankenship v. State, supra.)*** See also section 30 of the State Finance Act, Ill. Rev. Stat., ch. 127, par. 166.

It is a fundamental principle of the Court of Claims that where agencies incur obligation in excess of amounts appropriated to them, that such claims must be denied. Only an act of the legislature can provide for Claimant's damages. For purposes of possible legislative action, we find Claimant's damages to be $61,220.13; however, we are constrained by law to, and hereby do, deny this claim.

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(No. 84-CC-0582—Claimant awarded $219.19.)

**CORNELIUS LEWIS, Claimant, *v.* THE STATE OF ILLINOIS, Respondent.**

**Opinion filed September 20, 1985.**

CORNELIUS LEWIS, pro se, for Claimant.

NEIL F. HARTIGAN, Attorney General (SUE MUELLER, Assistant Attorney General, of counsel), for Respondent.

**PRISONERS AND INMATES—inmate's property—State's duty of care.** The State has a duty to exercise reasonable care to safeguard and return an inmate's property when it takes possession of such property or when the institution receipts for such property.

**BAILMENTS—when constructive bailment arises.** A constructive bailment can be created when one person has lawfully acquired possession of another's personal property and holds it under circumstances under which principles of justice require that it be kept safely and that possession be restored to the owner, and any loss or damage to the property while in the bailee's possession raises a presumption of negligence.

**PRISONERS AND INMATES—*stored property* lost—stipulated value—award granted.** Based on a stipulation as to the facts and value of personal property lost by an inmate, an award was granted, where Claimant-inmate's personal property was inventoried, packed and stored in a locked personal property storage room and certain of his property was missing when the stored items

were later returned, since there was no proof whereby it could be determined that the State was without fault in the loss of Claimant's property.

**RAUCCI, J.**

Claimant, an inmate of an Illinois penal institution, has brought this action to recover the value of certain items of personal property of which he was allegedly possessed while incarcerated. Claimant contends that the property in question was lost while in the actual physical possession of the State of Illinois, and that the State of Illinois is liable as a bailee for the return of that property.

This Court has held in ***Doubling*** **v.** State, 32 Ill. Ct. Cl. 1, that the State has a duty to exercise reasonable care to safeguard and return an inmate's property when it takes actual physical possession of such property, as during the course of the transfer of an inmate between penal institutions, or when the institution receipts for property.

While bailment is ordinarily a voluntary contractual transaction between bailor and bailee, various types of constructive and voluntary bailments have been recognized: "A constructive bailment can be created between an owner of the property and one in possession thereof." ***Chesterfield Sewer and Water, Znc. v. Citizens Insurance Company of New Jersey,*** **57** Ill. App. 2d 90, **207** N.E.2d **84.)** In ***Chesterfield,*** the Court quotes from ***Woodson v. Hare,*** **244** Ala. **301, 13** So. 2d **172, 174,** as follows:

"An actual contract or one implied in fact is not always necessary to create a bailment. Where, otherwise than by mutual contract or bailment, one person has lawfully acquired the possession of personal property of another and holds it under circumstances whereby he ought, upon principles of justice, to keep it safely and restore it or deliver it to the owner, such person and the owner of the property are, by operation of law, generally treated as bailee and bailor under a contract of bailment, irrespective of whether or not there has been any mutual assent, express or implied, to such relationship."

The loss or damage to bailed property while in the possession of the bailee raises a presumption of negligence which the bailee must rebut by evidence of due care. The effect of this rule is not to shift the ultimate burden of proof from the bailor to the bailee, but simply to shift the burden of proceeding or going forward with the evidence. ***Bell v. State,*** 32 111. Ct. Cl. 664; *Bargas* ***v. State,*** 32 Ill. Ct. C1.99; ***Romero v. State,*** 32 Ill. Ct. Cl. 631; Moore ***v. State, 34*** 111. Ct. Cl. 114.

This case comes on for hearing on the joint stipulation of Claimant and Respondent without the benefit of a hearing.

From the stipulated facts, it appears clear that this case falls within the realm of personal property cases where a recovery should be allowed.

On March 24, 1983, Claimant's personal property was inventoried and packed in seven boxes, which were sealed with tape. The sealed boxes were admittedly placed in a locked personal property storage room at Menard Correctional Center in the control of Respondent.

When Claimant resumed possession of this property on April 2, 1983, certain of his property was missing, of a stipulated value of $219.19.

There is no proof in the record or facts in the stipulation whereby it may be determined that Respondent was without fault in the loss of Claimant's personal property.

It is therefore ordered that Claimant be awarded $219.19 in full and complete satisfaction of this claim.

(No. 84-CC-0684—Claim denied.)

GRACE A. SAMUELSON, **Claimant,** *v.* **THE** STATE OF ILLINOIS, Respondent.

***Opinion filed March* 28,1986.**

ENSEL, JONES, **BLANCHARD** & LABARRE **(ROBERT T. HALL,** of counsel), for Claimant.

**NEIL** F. **HARTIGAN,** Attorney General **(SUZANNE SCHMITZ,** Assistant Attorney General, of counsel), for Respondent.

*STATE* **PARKS** *AND RECREATION* AREAS—*State's* ***duty to invitees.*** The State is not an insurer of the safety of visitors at its parks and recreation areas, but it does have a duty to exercise reasonable care in maintaining the premises, and a Claimant must establish by a preponderance of the evidence that a breach of that duty proximately caused his injury in order to recover, and comparative negligence is applicable if those elements are established.

***NEGLIGENCE—when notice of defective condition must be shown—slip and fall.*** In order to sustain a claim of negligence based on a slip and fall at a State park or recreation area, the Claimant must show that the State had actual or constructive notice of the defective condition of the sidewalk which allegedly caused Claimant's fall.

*STATE* PARKS *AND RECREATION* ***AREAS—slip and fall—Claimant negligent—claim denied.*** *A* Claimant was denied her claim for the injuries she sustained when she slipped and fell at Lincoln's Tomb, since the evidence established that the State had neither actual nor constructive notice of any defect in the sidewalk where the fall took place, the actual defect alleged was so slight as not to be actionable at law, and Claimant was proceeding in a negligent manner at the time she fell.

**MONTANA,** C.J

The Claimant filed her complaint in the Court of Claims on September 26, **1983.** She alleges she was injured and that on October **15,1982,** the State of Illinois was negligent in that the State: (a) failed to properly construct the sidewalk surrounding Lincoln's Tomb; (b) failed to properly maintain and repair the sidewalk surrounding Lincoln's Tomb; (c) failed to warn visitors of the dangerous condition of said sidewalk; and (d) failed to keep visitors away from said sidewalk when it knew the sidewalk was in a dangerous state of disrepair.

By agreement of the parties, through their attorneys, the case is to be decided solely on the following evidence: the deposition of Grace **A.** Samuelson, the Claimant, the deposition of David Boyle and eight pictures of the sidewalk in issue. This evidence makes up the sole evidence in the case.

Claimant has filed a brief, as has Respondent. No reply brief was filed. By letter of March 29, 1985, Claimant, through her attorney, waived any claim to damages as to a stroke allegedly suffered by Claimant.

The Facts

The Claimant testified that she was born on January 18, 1918. On October 15, 1982, she was in Springfield, Illinois, and on the spur of the moment she and her husband went to visit Lincoln's Tomb. They were just passing through on their way to Wisconsin. The visit was in the early afternoon and it was a warm, sunny day. The lighting conditions were good. In order not to get caught up in a tour group, they went around the tomb rather fast or very fast. They were in the tomb and going to the other tomb when the accident happened. They came out of the one tomb and started around the corner. She looked ahead to see the building. She was talking to her husband and telling him about Mary Lincoln. She noted a big crack down the side of the building. She then caught her toe in a crack and lunged forward. She yelled for help but her husband was not able to catch her and she fell to the ground. Her face was bleeding and she had to have four stitches in her eyebrow. She was taken to the emergency room. She broke her ribs on a camera she was carrying. She further testified that she did not see the crack where she fell. She also testified that it was not a crack but an elevation. She did not know how deep

it was. She caught the toe of her shoe in the broken granite, not concrete or asphalt. The area where she fell was clear and there were no leaves or anything on it. She was wearing a low heeled walking shoe with composite soles. She believes the area of pavement where she fell was as old as the tomb. She was looking at her husband while she was talking at the time she fell.

The camera she was carrying had been given to Claimant and was worth $200.00. The camera had not been repaired. Her damages included broken glasses, a cut on her head, a bump on her nose, a broken nose or deviated septum, a shoulder injury, an injury to her hands like a sprain, broken ribs and a skinned knee. The lenses for her glasses cost $70.00.

The Claimant had Medicare and it paid for most of her medical bills. Her nose still bothered her but everything else seemed to be cured. When she visited her daughter, she sat alone in a room because she looked so bad.

David Boyle testified that he was a maintenance worker for the State of Illinois, Department of Conservation, and had been for over **15** years. In **1982,** he worked at Lincoln's Tomb and had done so for over **15** years. He was the only maintenance worker at Lincoln's Tomb. His immediate supervisor is Carole Andrews. He seldom recommends anything and usually just does what he **is** told to do. He does advise his supervisor when he needs some supplies and has in the past pointed out some necessary repairs.

He did not actually see the Claimant fall. He was probably eating lunch. He was told that Claimant fell on the northwest corner of the tomb. He knows the **spot** and guesses she just tripped. He patched the sidewalk.

He does not know how she tripped or if she was hurt. He saw no blood or other evidence of someone being hurt on that sidewalk. After the accident, he took some grout mix and filled it in where the sidewalk was. He had to pick up the grout mix because none was stored. It took him about an hour to fix using the sand mix.

He did not remember the unevenness between the slabs prior to October **15,1982,** as a hazard. His attention had not been drawn to it until after the accident. He believes the unevenness was higher towards the tomb. There was not much space between the unevenness of the slabs and there may have been an expansion joint at that point. They had had some problems on the sidewalk of blacktop falling through and they had patched it. Other than this incident, though, this sidewalk had never **had** to **be fixed.**

When the pictures were taken he had to chop out the patch so they could take pictures and then repatch it. Prior to patching the sidewalk, he did not put up a barricade. He never received or heard of any complaints about this particular sidewalk or any cracks in it prior to this accident. He did not consider the crack where Claimant fell as dangerous, but it was possible for someone to trip there.

The pictures show an unevenness of less than an inch where a shoe could hit on the end. The pictures are of poor quality but there is no evidence that this crack exceeded one inch and does look less than one inch.

The Law

In *Wrightman v.* State (1978), 32 Ill. Ct. Cl. 546, this Court held that a visitor to Lincoln's Tomb is an invitee to whom the State owes a duty of reasonable care in maintaining the premises. The State is not an insurer of

the safety of persons who visit its parks and recreation areas. To recover, Claimant bears the burden of establishing by a preponderance of the evidence that Respondent breached its duty of reasonable care and that the negligence of Respondent proximately caused her injury. If these two elements are established the comparative negligence of the Claimant must be considered.

To show negligence, the Claimant must show that the State was negligent in its maintenance of the sidewalk in that it had actual or constructive notice of a dangerous condition. *Noonen v. State* (1983), *36* Ill. Ct. Cl. 200; *Nolan v. State* (1983), *36* Ill. Ct. Cl. **194.**

This present cause is very similar to the *Nolan* case. Contrary to the arguments of Claimant in her brief, the State had no actual notice of the alleged defect in the sidewalk. Carole Andrews did not testify and the only reference to her was something about a possible grant to make all the sidewalks of the same material. There was no proof as to when the grant was proposed and whether it was before or after the accident to Claimant.

**As** to constructive notice, Mr. Boyle testified he did not consider the sidewalk a hazard and he had not received or heard of any complaints or other accidents on this sidewalk. This sidewalk had been in existence for many years.

Claimant has failed to show a dangerous condition of which the State had knowledge or should have had knowledge. The elevation is very slight, the area was well lit, the sidewalk was clear and there had been no prior accidents. *Sewell v. Board of Trustees of Southern Illinois University* (1979), *32* Ill. Ct. Cl. **430.**

All cases of this nature are decided on their

particular facts. ***Peters v. State*** (1984), **36** Ill. Ct. Cl. 255, is thus distinguishable. We find that the approximate one-inch variation where no complaints had ever been made is an example of a variation so slight that it would not be actionable as a matter of law. ***(Warner v.* City** *of* ***Chicago*** (1978), **72** Ill. **2d** 100.) The lighting was good, the crack was not covered by any leaves or snow and the area was clear. The Claimant was walking very fast to stay ahead of a tour group. Therefore, it cannot be said that she was free from negligence. All of the cases cited by Claimant are cases dealing with cracks where some evidence indicates the crack to be about two inches in depth. It **is** our opinion that Claimant was the sole negligent party in this accident. Moreover, damages in the Court of Claims must be reduced by the amount **paid** by insurers unless they are a party to the action. The only evidence before the Court is that most .of Claimant's bills have been paid by Medicare.

While this was a very unfortunate incident and we are not unsympathetic toward the Claimant, based on the evidence we are constrained to, and hereby do, deny this claim.

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(No. **84-CC-1370—Claim dismissed.)**

**STATE EMPLOYEES' RETIREMENT SYSTEM, Claimant,** *v.* **THE STATE OF ILLINOIS, Respondent.**

***Order filed September 21,1984.***

***Order on motion for reconsideration filed June 12,1986.***

**STATE EMPLOYEES' RETIREMENT SYSTEM,** ***pro se,*** for Claimant.

**NEIL F. HARTIGAN,** Attorney General **(SUE MUELLER,** Assistant Attorney General, of counsel), for Respondent.

APPROPRIATIONS—*appropriations shall not exceed funds available.* The General Assembly by law shall make appropriations for all expenditures of public funds by the State, but appropriations for a fiscal year shall not exceed the funds estimated by the General Assembly to be available during that year.

***SAME—claim for State's retirement contributions for employees denied—insufficient funds.*** The State Employees' Retirement System's claim to recover for payment of retirement contributions for employees of the Department of Law Enforcement was denied, since the actions of the General Assembly in responding to a State fiscal crisis resulted in appropriation of insufficient funds to cover the claim, and therefore the Court of Claims had no alternative but to deny the claim.

RAUCCI, J.

This issue in this case involves the constitutional power of the General Assembly to control the fiscal policy of the State.

In 1982, the General Assembly, in various appropriation bills, provided funding that included the State's portion for retirement contributions to the various retirement systems, including the State Employees' Retirement System, for Fiscal Year 1983 (commencing July 1, 1983). The contribution rate set by Claimant for FY 1983 was 5.5% of employee compensation.

In April of 1982, responding to the State's fiscal crisis, the General Assembly passed Senate Bill 177. That bill amended the various appropriation bills to reduce the previously appropriated monies for retirement contributions to a rate of **4.5%.** On April 29, 1983, Governor James R. Thompson exercised his power to item reduce certain items and Senate Bill 177 became effective immediately as Public Act 83-0002.

On April 28, 1983, the Senate adopted Senate Joint Resolution No. 33, sponsored by Senators Philip Rock,

president of the Senate, and Howard W. Carroll, chairman of the Senate Appropriations Committee.

Senate Joint Resolution No. 33 declared that:

". . . Senate Bill 177 was adopted for the purpose of helping to alleviate the state's current cash problems by reducing appropriations made for the employees' contributions to various state retirement systems for fiscal year 1983. . .

and that:

. . . it is the intent of the General Assembly to pay to the various pension funds . . . the amount by which payments to those funds were reduced for fiscal year 1983, plus interest at the rate of 6% per year . . ."

The Resolution then resolved that the amounts reduced would be repaid by 20% of the reduction made for each of the next five fiscal years, commencing with fiscal year 1984, plus 6% interest per year.

Claimant filed this Claim to recover $176,216.39 for payment of retirement contributions for employees of the Department of Law Enforcement.

Because of the aforesaid action of the General Assembly, insufficient funds were appropriated (as a result of Senate Bill 177) to cover this claim.

Article VII, section 2(b) of the 1970 Constitution of the State of Illinois provides:

"The General Assembly by law shall make appropriations for all expenditures of public funds by the State. Appropriations for a fiscal year shall not exceed funds estimated by the General Assembly to be available during that year."

The General Assembly having determined (perhaps belatedly) that funds would not be available during Fiscal Year 1983 to cover this claim, this Court has no alternative but to deny the claim.

It is therefore ordered that this claim be dismissed, with prejudice.

ORDER ON MOTION FOR RECONSIDERATION

RAUCCI, J.

This cause coming on to be heard on Claimant's motion for reconsideration, it is hereby ordered:

that the motion for reconsideration is denied.

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**(Nos. 84-CC-1439, 84-CC-2749 cons.—Claimantawarded $13,640.35.)**

**ALVA W. BUSCH**, Claimant, *v.* **THE STATE OF ILLINOIS**, Respondent.

**Opinion filed March 28,1986.**

CLYDE L. KUEHN, for Claimant.

NEIL F. HARTIGAN, Attorney General (WILLIAM E. WEBBER, Assistant Attorney General, of counsel), for Respondent.

**STATE EMPLOYEES' BACK SALARY CLAIMS—crime scene *technician*—wrongfully discharged—lost wages granted. Subject to deductions for tax withholding and retirement contributions, a wrongfully discharged crime scene technician was granted an award to cover his lost wages and his lost standby pay for the time between his wrongful discharge and his reinstatement.**

MONTANA, C.J.

The above consolidated claims came on for hearing on June 18, 1985. At the close of the hearing, it was stipulated between the Claimant and the Respondent as to the fact that an award should be entered in both claims for stipulated amounts. The Claimant is seeking to recover lost wages in case No. 84-CC-1439. In case No. 84-CC-2749 he is seeking to recover lost standby pay.

The Claimant was employed in 1982 as a crime scene technician by the Illinois Department of Law Enforcement. He was suspended by the Department from February 28 through March 20, 1982, again from April 26 through April 30, 1982, and again from June 21 through July 18, 1982. On July 21, 1982, he was discharged from his employment. After an appeal to the Civil Service Commission of the State of Illinois, the Claimant was reinstated and resumed his employment with the Department on May 15,1983. The Civil Service Commission determined that the three suspensions and the discharge were all wrongful.

As a result of the suspension beginning on February 28,1982, and the suspension beginning on April 26,1982, the Claimant lost the total of $1,809.00. As a result of the suspension beginning on June 21, 1982, and the ultimate discharge on July 21, 1982, through April 14, 1983, the total lost wages suffered by the Claimant were $15,310.47. During the time of his discharge, the Claimant received in unemployment compensation and in earnings from a part-time job a total of $10,234.00, leaving a total net loss of income of $6,885.47 from the three suspensions and the discharge.

In addition to his regular wages, the Claimant was also paid by the Department what is known as standby pay. This was paid to the Claimant for those hours for which he was required to be on standby call when he wasn't on duty. Based upon calculations made by the Department, the standby pay which would have been paid to the Claimant for the suspension beginning February 28, 1982, was $395.04; for the suspension beginning June 21, 1982, $230.44; and for the discharge beginning July 21,1982, $4,972.80. The total standby pay not paid to the Claimant was $5,598.28.

Based upon the evidence heard at the hearing and the subsequent stipulation by the parties, we find that the Claimant is entitled to $6,885.47 in case No. 84-CC-1439 and an award of $5,598.28 in case No. 84-CC-2749.

Wherefore, it is hereby ordered that the Claimant be, and hereby is, awarded $6,885.47 in full and final satisfaction of his claim in case No. 84-CC-1439. It is further ordered that Claimant be, and hereby is, awarded $5,598.28 in full and final satisfaction of his claim in case No. 84-CC-2749. These awards are subject to withholdings and contributions set forth on Appendix **A** (attached).

APPENDIX A

Identification of State Contributions and Deductions from Back Salary Award.

To the State Employees' Retirement System:

| | |
|---|---|
| Employee's contribution to State Employees' Retirement System | 1672.70 |
| Employee's contribution to FICA | .00 |
| State's contribution to State Employees' Retirement System | 1156.60 |
| State's contribution to FICA | .00 |

To Illinois State Treasurer to be remitted to Internal Revenue Service:

| | |
|---|---|
| Claimant's Federal Income Tax | 2496.75 |

To Illinois Department:

| | |
|---|---|
| Claimant's Illinois Income Tax | 312.09 |

To the Claimant:

Net salary **8002.21**

Total Award **$13,640.35**

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(No. 84-CC-1501—Claim denied.)

MICHAEL KENNARD, Claimant, *v.* THE STATE OF ILLINOIS, Respondent.

***Order filed January 8, 1986***

MICHAEL KENNARD, *pro se*, for Claimant.

NEIL F. HARTIGAN, Attorney General (G. MICHAEL TAYLOR, Assistant Attorney General, of counsel), for Respondent.

*PRISONERS AND* INMATES—***inmate knocked to floor by guard chasing other inmates—claim denied.*** The Claimant, an inmate at a correctional center, was denied his claim for the injuries he allegedly received when he was knocked to the floor by a guard who slipped and bumped Claimant while responding to a disturbance caused by other inmates, since there was no medical evidence of injuries sustained by Claimant, and there was no showing that the incident was caused by the State in any manner.

HOLDERMAN, J.

Claimant was an inmate at the Joliet Correctional Center on November **21,** 1983. On that **date,** Claimant, along with a large group of other inmates, was being escorted to the library at the correctional center when the inmates began to run towards the library. Correction Officer Hallman, who was in charge of the group, was the only guard present at the time and he ran past Claimant in order to try to get ahead of the inmates and stop them from running. As he passed Claimant, he

stepped upon a patch of ice and fell into Claimant, knocking Claimant to the ground. Claimant fell on his knee and hand. He received medical attention for both injuries.

Respondent has taken the position that the State is not liable for Claimant's injuries because the injuries were the result of the actions of a third party and not the State. Respondent contends that Officer Hallman's actions were made necessary by the actions of inmates who broke away from the group. Consequently, the injuries in question arose from the wrongful actions of a third party and not Respondent.

Claimant asserts this incident would not have occurred if another guard had been present. There is nothing in the record to indicate how the presence of a second guard could have prevented the inmates from breaking away from the group.

It is Respondent's further contention that Claimant has not suffered any compensable damages and submits the opinion of a radiologist to strengthen that position. The medical progress notes of November **21, 1983,** 4:30 p.m. state that Claimant was "laughing—talking, sitting on edge of bed—knees hanging down does not appear to be in any distress." Claimant was furnished all necessary medical care for his alleged injuries.

It appears from the record that Claimant has failed to submit any medical evidence showing he sustained injuries of any consequence. See ***Headlee v. State*** (1974), **30** Ill. Ct. Cl. 119; ***Frega v. State*** (1956), **22** Ill. Ct. Cl. **399.**

It is the Court's opinion that this incident was caused by the action of the inmates of the institution and

was not in any manner, shape or form caused by Respondent.

Award denied. Case dismissed.

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(No. 84-CC-1962—Claimant awarded $1,039.33.)

RIVER OAKS MOBILE HOME PARK, Claimant, *v.* THE STATE OF ILLINOIS, Respondent.

***Opinion filed* August *7,1985.***

LOWELL SNORF, for Claimant.

NEIL F. HARTIGAN, Attorney General (KATHLEEN O'BRIEN, Assistant Attorney General, of counsel), for Respondent.

NEGLIGENCE—***Claimant's vehicle struck* by *police car—claim allowed.*** The Claimant was granted an award for the property damage done to his vehicle when it was struck by a State police car while both vehicles were turning into a gas station, since Claimant presented uncontradicted testimony that the police car had neither its siren nor Mars lights on at the time, notwithstanding the fact that the State trooper was going to the gas station to investigate a prior accident.

RAUCCI, J.

Respondent's State police car, driven by Trooper A. Martinez, collided with Claimant's vehicle on November **20, 1982.** The police car struck the left rear of Claimant's vehicle as Claimant's vehicle was completing a left turn into a gas station on Route **30** near Torrence Avenue in Sauk Village, Cook County, Illinois. Both vehicles had been eastbound on Route **30** at approximately 10:00 p.m. on a "misty" night.

Claimant suffered property damage in the amount of **$1,039.33.** The disposition of this case is controlled by

the Court's finding on the issue of whether the police car had its siren on and Mars lights on at the time of the accident.

The officer testified he had both his siren and Mars lights on immediately prior to the accident, but turned the siren off about two car lengths away from Claimant's vehicle. Two employees of Claimant, who were in Claimant's vehicle at the time of the accident, testified that neither the siren nor Mars lights were on prior to the accident.

An independent witness, 'John J. Grindl, an employee of the gas station, who had a clear, unobstructed view of the accident, testified that neither the siren nor Mars lights were on at the time of the accident.

Trooper Martinez was going into the gas station for the purpose of investigating a prior accident. At the time the instant claim arose, other police officers were in the gas station. None of them were called as witnesses in this cause.

Based upon the evidence addressed in this cause, the Court finds that the police car did not have either its siren or Mars lights operating at the time of the accident.

The amount of damages claimed is not disputed by Respondent.

Wherefore, the Claimant is awarded **$1,039.33** in full satisfaction of this claim.

(No. 85-CC-0476—Claim denied.)

**GILBERT RIVERA,** Claimant, *v.* **THE STATE OF ILLINOIS,** Respondent.

***Opinion filed September 20,1985***

GILBERT RIVERA, ***pro se,*** for Claimant.

NEIL F. HARTIGAN, Attorney General (JAMES TYSON, Assistant Attorney General, of counsel), for Respondent.

**PRISONERS *AND INMATES–Chain and medallion stolen from inmate—no proof of damages—claim denied.*** The Court of Claims denied an inmate's claim for the theft of a chain and medallion from his locked room in a correctional center, notwithstanding evidence that staff negligence was the proximate cause of the **loss,** since the Claimant failed to present sufficient evidence as to the value of the stolen items to warrant any award, let alone the $1,500 alleged in the complaint.

RAUCCI, J.

This is a claim brought by Gilbert Rivera, a resident of Stateville Correctional Center, for the theft of a chain and medallion from his locked room in the honor dormitory on June **25,1983.**

Respondent filed a detailed departmental report from which it can be concluded that an officer on duty in the dormitory control center, where keys to the inmates' rooms were kept, wrongfully permitted three inmates to enter the control center, one of whom took the key to Claimant's room, entered it and stole the chain and medallion.

One Lt. E. Lyles, who entered the control center and found the inmates there in violation of the prison rules, reported the alleged violation. **A** disciplinary hearing was held, but the hearing officer dismissed the charges because at the hearing the officer being charged denied that he had let any inmates into the control center. The hearing officer concluded that, with one

officer stating that there were inmates in the control center and the other officer denying it, he had no choice but to dismiss the charges.

On the basis of the documents in the departmental report it would be a reasonable finding of fact that staff negligence was the proximate cause of Claimant's loss.

However, it is impossible to place any dollar value on the items stolen. Claimant testified that the chain and medallion were gold, but he did not know how many karats. He testified that his mother bought them for him as a gift in 1970, but he did not know where she bought them. There is no proof of any kind that their purchase price in **1970** or their market value in **1985** was **$1,350.00** for the medal and $150.00 for the chain as alleged in the complaint. There is no basis for coming up with a compromise figure. It cannot be said that they were worth $100 any more than it can be said they were worth $1500.00 as alleged in the complaint. For failure of proof of damages, it is therefore ordered that this claim be denied.

---

(No. 85-CC-0551—Claim denied.)

**BILLY JONES,** Claimant, *v.* **THE STATE OF ILLINOIS,** Respondent.

**Opinion filed May 7, 1986.**

BILLY JONES, ***pro*** **se,** for Claimant.

NEIL F. HARTIGAN, Attorney General (WILLIAM E. WEBBER, Assistant Attorney General, of counsel), for Respondent.

**PRISONERS AND INMATES—disturbance between guard and other inmate—Claimant's injury not permanent—claim denied. A guard at a**

**correctional center threw his plastic walkie-talkie radio at an inmate, and it missed, but when the radio hit the wall near Claimant, small particles entered Claimant's eyes, and even though the guard was at fault in throwing his radio at the other inmate, Claimant was denied any award, since there was no evidence of any permanent injuries to his eyes.**

**PATCHETT,** J.

This is a claim for personal injuries brought by Billy Jones, Claimant, a resident of Stateville Correctional Center.

On August **28, 1984,** Claimant was a resident of Joliet Correctional Center. At approximately **9:30** a.m., he was being escorted by an officer down the gallery of his cellhouse to breakfast. When they came to the sergeant's office at the end of the gallery, they discovered an argument going on in the sergeant's office between the sergeant and an inmate. The inmate ran out of the office, and the sergeant threw his plastic walkie-talkie radio at the inmate. Fortunately, because another officer had already thrown the inmate to the floor, the radio missed the inmate and shattered against the wall. Small particles of the radio flew into the Claimant's eyes.

From Respondent's exhibit No. **1,** a memorandum prepared by the warden of Joliet Correctional Center, it appears that the Claimant was seen in the emergency room of the health care unit around noon. He was complaining of foreign body sensation in his left eye. **A** small foreign body was discovered and removed, but there was no evidence of corneal abrasion or any damage to the eye which would lead to decreased visual function.

Claimant continued to complain of foreign body sensation in his left eye. On August **30,1984,** at **2:15** a.m., he was again seen in the health care unit by a nurse, and three pieces of black material were removed. Thereafter, the Claimant complained of foreign body sensation

in his right eye, but no foreign body was ever discovered in his right eye.

The officer was evidently at fault in hurling his radio at the other inmate. Also, it would seem that it should not have taken until August **30, 1984,** two days after the incident, before medical personnel located and removed all of the particles from the Claimant's eye. However, neither the Claimant's testimony nor Respondent's exhibit No. **1** indicate any permanent injuries to Claimant's eyes.

For the reasons stated above, we deny this claim.

---

(No. 85-CC-0595—Claimant awarded $44,061.20.)

**ROSE TURNER,** Claimant, *v.* **THE STATE OF ILLINOIS,** Respondent.

***Opinion filed November 25,1985.***

**ROXY M. SCHUMANN,** for'Claimant.

**NEIL** F. **HARTIGAN,** Attorney General **(WILLIAM** E. **WEBBER,** Assistant Attorney ,General, of counsel), for Respondent.

STATE *EMPLOYEES'* BACK SALARY CLAIMS—***employment discrimination based on race—mitigation of damages established—award granted.*** An award for back salary and a contribution to the State retirement system was granted to a licensed practical nurse who was the victim of employment discrimination based on race, since the evidence established that she unsuccessfully tried to find other employment during the period following her unlawful discharge and had done all in her power to mitigate her damages pursuant to the standards which have been set out by the Court of Claims.

**PATCHETT,** J.

This cause came on for hearing April **23, 1985,** before Richard Parsons, one of the commissioners of this Court. Claimant, Rose Turner, appeared personally and was represented by counsel, Roxy M. Schumann. Respondent, the State of Illinois, Galesburg Mental Health Center, was represented by William Webber, assistant Attorney General. Certain stipulations and evidence were presented, and testimony adduced. Arguments were heard, and the commissioner was fully advised in the premises.

The Court having considered all the evidence and pleadings in this case, and having considered the commissioner's report, makes the following findings:

**I.** That the parties entered into the following stipulations:

**1.** That the findings, decision and order of the Illinois Human Rights Commission entered on June **29, 1984,** is undisputed except with regard to damages as hereinafter provided.

**2.** That the Claimant was terminated by the Respondent on October 10, **1980,** and Respondent was ordered to reinstate Claimant immediately. Claimant was reinstated on August **16, 1984.**

**3.** That the relevant period for calculating damages is from October 10, **1980,** up to and including August **15, 1984,** and said period is divided into two periods defined as follows: First period—October 10, **1980,** up to and including June **30,1983.** Second period—July **1,1983,** up to and including August **15,1984.**

**4.** With respect to damages, the calculations for back salary and back payment regarding personal days and vacation are as follows:

| Fiscal Year | Salary | Personal Days | Vacation | Total by Year | Sub-Total (FY '81, "82, '83) |
|---|---|---|---|---|---|
| | | | *First Period* | | |
| 1981 | 9,404.84 | 88.74 | 334.43 | 9,828.01 | |
| 1982 | 14,376.20 | 149.10 | 498.98 | 15,024.28 | |
| 1983 | 16,103.06 | 167.46 | 560.17 | 16,830.69 | |
| | 39,884.10 | 405.30 | 1,393.58 | 41,682.98 | 41,682.98 |
| | | | *Second Period* | | |
| 1984 | 16,904.05 | 173.38 | 585.16 | 17,662.59 | |
| 1985 | 2,271.30 | 32.30 | 96.90 | 2,400.50 | |
| | 19,175.35 | 205.68 | 682.06 | 20,063.09 | 20,063.09 |
| | | | | Grand Total | 61,746.07 |

5. That in September **1984,** the Claimant received payment for the second period covering July **1,1983,** up to and including August **15, 1984,** in the amount of **$20,063.09** plus contribution to the State Retirement System,

**6.** That the amount originally claimed is for the first period which is from October **10, 1980,** up to and including June **30, 1983,** which is **$41,682.98.**

7. That the only issues before this Court are entitlement and mitigation of damages, and more particularly are as follows:

a) Whether or not Claimant is entitled to payment for personal days and vacation during the relevant period.

b) Whether or not the Claimant mitigated her damages.

11. During the course of the hearing, judicial notice was taken with regard to the population of Galesburg, Illinois, as well as the unemployment problem in Galesburg, Illinois, Knox County, as well as Peoria County.

111. During the course of the hearing, testimony was adduced from two witnesses, Rose M. Turner, Claimant, and David Michael Taylor, from the Department of Public Aid, State of Illinois. A synopsis of their respective testimony is as follows:

Testimony of Rose M. Turner:

Claimant testified that she resides in Galesburg, Illinois (T-10), along with her husband and family where they are purchasing a home (T-23).

Claimant was employed at the Galesburg Mental Health Center in Galesburg, Illinois, until October 10, 1980, when she was terminated (T-10). On August 16, 1984, Claimant returned to work pursuant to an order of reinstatement from the Illinois Human Rights Commission (T-10), complaint exhibit A.

Claimant has been a licensed practical nurse (LPN) in the State of Illinois since 1973 (T-11). Her license remained active from October 1980, up to and including August 15, 1984 (T-11).

Between the period of October 10, 1980, up to and including August 15, 1984, Claimant actively sought employment (T-11 through **24).** She sought employment in the medical field as an LPN by placing an ad in the local newspaper (T-11). She also contacted, applied and made several inquiries for employment at Cottage Hospital and St. Mary's Hospital, both of which are the only remaining hospitals in Galesburg, Illinois (T-11 through 15). She even contacted, applied and made several inquiries with Homemakers Upjohn Agency, Methodist Hospital and St. Francis Hospital located in Peoria, Illinois (T-15). Although she contacted these medical facilities, sometimes up to two to three times per week, she was never hired.

Claimant sought employ'mentin nonmedical related fields, including receptionist positions (T-18), bank teller positions (T-19), and telephone operator positions (T-19). After a year of job hunting to no avail, Claimant reorganized the NAACP in Galesburg (T-20 through 21 and T-28). She would go around to various businesses in Galesburg, Illinois, and talk to them about employing herself as well as others (T-22). She went to local banks, grocery stores, insurance companies, City Hall and the courthouse, but was never able to obtain employment (T-22 through 23). It is Claimant's belief that she was not hired because she was fired by the Respondent and she had filed a charge of discrimination against the Respondent (T-24). In addition, Claimant believes that her attempts to find work through the NAACP resulted in her being labeled as a troublemaker (T-24).

During the relevant period, Claimant did not receive any unemployment compensation (T-33). However, Claimant did receive public aid payments on behalf of her son, Corey Edgerson, for the benefit of Jason Edgerson, Corey's son (T-34 and T-38) when Jason was left at Claimant's doorstep (T-34). The public aid payments consisted of a grant payment which was given to Corey to purchase diapers, formula and clothing for Jason (T-39), and food stamps which were used to purchase food (T-39). Claimant was advised by someone at the public aid office that she should be the grantee since Corey was still a minor (T-39). Corey Edgerson was 17 years of age at the time (T-38).

Testimony of David Michael Taylor:

Mr. Taylor testified that he is a data processing analyst for the Department of Public Aid for the State of Illinois, and as such is responsible for the recipient legislative system (T-43).

During the period October 10, 1980, up to and including June 30, 1983, Claimant received grant assistance payments in the amount of $3,407.91 (T-45), energy payments in the amount of $200.00 (T-45), food stamps in the amount of $3,238.00 (T-46), and medical payments in the amount of $52.94 (T-46). During the period of July 1, 1983, through August 15, 1984, Claimant received food stamps in the amount of $1,642.00 (T-48).

Pursuant to the Illinois Public Aid Code, parents are responsible for their children, but grandparents are not responsible for their grandchildren. Therefore, the grandparents' income is not considered. If grandparents choose not to support the grandchild with their own finances, the grandparent could legitimately receive the full public aid assistance grant, food stamps and medical payments (T-52 through 53).

It has generally been the policy of the Illinois Department of Public Aid not to necessarily allow minor grantees, but to have an adult that would be the actual payee (T-54).

IV. Amended Claim

That during the course of the proceedings, the Claimant voluntarily remitted the following amounts:

| | |
|---|---|
| As and for medical payments | $ 52.94 |
| As and for vacation time | 2,075.64 |
| As and for personal days | 610.98 |
| Total | $2,739.56 |

Claimant made an oral motion to amend her claim in the above entitled cause, reducing the original claim of $41,682.92 by $2,739.56, resulting in her amended claim being in the amount of $38,943.42. Claimant's oral

motion, without objection, was allowed by the commissioner.

V. Findings

After reviewing the complaint filed herein, including exhibit A attached thereto, and considering the stipulations entered into in this case, and considering the evidence and testimony as adduced at the hearing, and the ruling upon the Claimant's oral motion to amend her claim, we make the following findings:

**1.** That Claimant was employed by the Respondent as an **LPN** and was terminated by Respondent on October 10,1980.

2. That Claimant filed a charge of employment discrimination based upon race against the Respondent on October 27, 1980, with the Illinois Department of Human Rights.

**3.** That the Illinois Department of Human Rights completed its investigation and issued a notice of substantial evidence on October 11, 1981.

**4.** That a complaint for civil rights violations was filed on behalf of the Claimant by the Illinois Department of Human Rights before the Illinois Human Rights Commission on May 11, 1982.

**5.** That a hearing on the merits was held on October 19 and October 20, 1982, before an administrative law judge who subsequent thereto entered a proposed order on March 19, 1984, ruling in favor of the Claimant and against the Respondent.

**6.** A final order was entered by the Illinois Human Rights Commission sustaining Claimant's charge of employment discrimination based upon race, resulting in the Respondent being ordered to return Claimant to

work and to pay her back pay and any other benefits lost during the interim.

**7.** That Claimant returned to work on August **16, 1984.**

**8.** That the relevant period for purposes of calculating damages is between October **10, 1980,** up to and including August **15, 1984,** which, for purposes of work benefits, has been divided into two periods which are as follows: **10/10/80** through **6/30/83**, and **7/1/83** through **8/15/84.**

**9.** In regard to the first period, the damage award in the amount of **$41,682.98** lapsed back to the State treasury causing Claimant to file her complaint before the Court of Claims.

10. In regard **to' the** second **period, the damage** award in the amount **of $20,063.09** was paid to Claimant in September **1984.**

**11.** Claimant is a licensed practical nurse **(LPN)** and has been so licensed since **1973** in the State of Illinois. Claimant's **LPN** license was active in **1980** and continually active through August **15, 1984.**

**12.** That during the period of October **10, 1980,** up to and including August **15, 1984,** Claimant sought employment by making several contacts, including filing applications, personal interviews and follow-up inquiries and placed ads in the local newspaper for private nurse duty work in the medical field to the following: Cottage Hospital, Galesburg, Illinois; St. Mary's Hospital, Galesburg, Illinois; Homemakers Upjohn Agency, Peoria, Illinois; St. Francis Hospital, Peoria, Illinois; and Methodist Hospital, Peoria, Illinois.

**13.** That Galesburg, Illinois, has only three hospitals

as follows: Cottage Hospital, St. Mary's Hospital, and Galesburg Mental Health Center (Respondent).

**14.** That Claimant also sought employment in nonmedical fields by answering newspaper ads, filling out applications, personal interviews and follow-up inquiries for the following types of positions: receptionist, bank teller and telephone operator.

**15.** That Claimant tried to find employment for one year unsuccessfully. That Claimant continued to seek employment in different fields, even other than those she was qualified in or trained in, and that out of frustration she reorganized the NAACP in Galesburg, Illinois, and continued not only to seek a job for herself, but for others. Claimant made several inquiries regarding job openings and actively sought to be employed in the local banks, grocery stores, insurance companies, City Hall and the courthouse.

16. Claimant is married and has resided in Galesburg, Illinois, for **29** years where she and her husband are purchasing a house.

**17.** Claimant did not receive any unemployment compensation during the relevant period.

18. That during the relevant period, Claimant's minor son, Corey Edgerson, age **17,** was residing with the Claimant. During said period, Corey's minor son, Jason Edgerson, was left at Claimant's residence. Corey Edgerson applied for public aid, but because Corey was a minor himself, the Department of Public Aid advised Corey that the payments would have to go through Claimant. When the public aid payments were received, the money was given to Corey to provide for Jason's needs.

19. Corey Edgerson through Claimant received food stamps which were used to purchase food for Jason Edgerson.

**20.** During the first relevant period, Claimant received **$3,407.91** as and for grant assistance; **$200.00** as and for energy type assistance; **$3,238.00** as and for food stamps on behalf of Corey Edgerson for Jason Edgerson, the Claimant's grandchild.

**21.** During the first relevant period, Claimant received **$52.94** as and for medical payments.

**22.** During the second relevant period, Claimant received food stamps in the amount of **$1,642.00** on behalf of Corey Edgerson for Jason Edgerson, Claimant's grandchild.

**23.** Pursuant to the Illinois Public Aid Code for the State of Illinois, parents and grandparents are treated differently. Parents are responsible for their children, grandparents are not responsible for their grandchildren. Therefore, parents may receive public aid assistance depending on the amount of money earned, the number of hours worked and the amount of money actually paid. However, with grandparents, if they choose not to support the grandchild with their own finances, they may legitimately receive the full public aid assistance grant, food stamps and medical payments, without considering the grandparents' income.

***24.*** That the Claimant has diligently sought employment and has done all in her power to mitigate her damages pursuant to the standard set out in ***Sullivan v. State*** (1967), **26** Ill. Ct. Cl. **117.**

***25.*** That as a result of the voluntary remittitur and oral motion to amend claim which was granted, the issue

of entitlement of payment for personal days and vacation is moot.

Therefore, we make the following ruling:

A. That the findings and final determination of the Illinois Human Rights Commission, case #1981CF0585 be and is hereby adopted pursuant to ***Liddell v. State*** (1978), 32 Ill. Ct. Cl. **209.**

B. We award the Claimant the amount of **$38,943.42** plus contribution to the State Retirement System, and the Claimant be and is hereby awarded that sum.

APPENDIX A

Identification of the State Contributions and Deductions from Back Salary Award

To the State Employees' Retirement System

| | |
|---|---|
| Employee's contribution to State Employees' Retirement System | **1595.36** |
| Employee's contribution to FICA | **2771.93** |
| State's contribution to State Employees' Retirement System | **2345.85** |
| State's contribution to FICA | **2771.93** |

To Illinois State Treasurer to be remitted to Internal Revenue Service:

| | |
|---|---|
| Claimant's Federal income tax | **7788.69** |

To Illinois Department:

| | |
|---|---|
| Claimant's Illinois income tax | **973.59** |

To the Claimant:
Net salary **25813.85**

Total award **$44,061.20**

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(No. 85-CC-2270—Claimant awarded $58.06.)

**EUGENE WALKER,** Claimant, *v.* **THE** STATE **OF ILLINOIS,** Respondent.

***Order filed March 31, 1986.***

EUGENE WALKER, pro **se,** for Claimant.

NEIL F. HARTIGAN, Attorney General (JOHN BUCKLEY, Assistant Attorney General, of counsel), for Respondent.

*PRISONERS AND* ***INMATES—shakedown inspection of cells—property missing—res ipsa loquitur—award granted.*** The Court of Claims awarded an inmate an amount sufficient to cover the cost of his missing razor, soap and mirror, since the doctrine of ***res ipsa loquitur*** was applicable and the inmate established an unrebutted ***prima facie*** case of negligence on the part of Respondent by establishing that the missing property was in his cell when he left for work, only a guard could have entered during his absence and when he returned he found that the cell had been subjected to a shakedown search and the property was missing.

HOLDERMAN, J.

Claimant, Eugene Walker, a resident of Stateville Correctional Center, filed a claim for loss of property stolen from his cell in the amount of **$58.06.** It is the opinion of the commissioner, which the Court thinks is correct, that this case should be distinguished from those cases in which the Court has held that recovery for property can be had only when the State had taken actual physical possession of the property of an inmate.

Claimant was a resident of cell **525,** unit B west,

Stateville Correctional Center on November **15,1984.** At that time, Claimant did not have a cellmate, so no one other than an officer was authorized to enter his cell in his absence.

In Claimant's cell house, each cell has two locks which can be opened only by guards with keys. One lock is a deadlock which is both locked and unlocked by key and the other lock is unlocked by key but locks automatically when the door is closed.

On the day in question, at approximately 5:30 a.m., Claimant was let out of his cell to go to work in the tailor shop. On leaving the cell, he closed it and heard it lock. Claimant returned from work in the afternoon and found that his cell had been searched. Certain State-issued items had been taken by the officers. He also found a mirror was gone and his electric razor and a new bar of soap had been taken from a medicine cabinet in the rear of his cell. The medicine cabinet was not within the reach of passersby reaching their arms between the bars.

The cells on the gallery had been shaken down by Lieutenant Jimmerson and Captain Tibble, who were looking for sheets.

Claimant immediately notified Lieutenant Jimmerson that his cell had been robbed. Claimant stated that Lieutenant Jimmerson told him, "He didn't want to hear nothing about no razor coming up missing or some other stuff" and that "He said he didn't want to hear nothing about it."

Claimant then went to Captain Tibble's office. He testified Captain Tibble told him that he was in the cells searching them for extra sheets and he may **or** may not have locked the door after he stepped out of the cell.

The institution did not search for the items nor have they ever been found or returned.

When Claimant left his cell, it was locked and his property was in its accustomed place. Captain Tibble unlocked the cell to make a shakedown inspection. When Claimant returned in the afternoon, his property was missing.

The items missing were Claimant's razor, soap and mirror.

Claimant testified that Captain Tibble told him that he may or may not have locked the door after he stepped out of the cell. During the day, there is a lot of traffic in the gallery. Respondent could clearly anticipate that property could be stolen from an inmate's **cell in the absence of the inmate** if an officer would unlock the cell and then let it remain unlocked. The razor could not have been stolen by someone reaching his hand through the bars. It was in a medicine cabinet at the far end of the cell. Only guards have keys to the cells, and Claimant testified the cell **was** locked when he left in the morning.

The doctrine of ***res ipsa loquitur*** would seem to be applicable in this case. The cell doors are under the control of the guards and the loss could not have occurred **if** a guard had not unlocked the door and let it remain unlocked.

The only defense offered by the State was the denial that Captain Tibble made the statement testified to by Claimant.

It is the Court's opinion that Claimant has made a clear, unrebutted ***prima facie*** case of negligence on the part of Respondent.

An award in the amount of $58.06, which was the amount Claimant alleged was the cost of the articles stolen, is hereby made to Claimant.

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(No. **85-CC-2331—Claim denied.)**

**AIR ILLINOIS, INC., Claimant,** *v.* **THE STATE OF ILLINOIS, Respondent.**

***Opinion filed January 13, 1986.***

**JERRY BURKE,** for **Claimant.**

**NEIL F. HARTIGAN,** Attorney General **(SUZANNE SCHMITZ,** Assistant Attorney General, of counsel), for Respondent.

**LAPSED APPROPRIATIONS—*claim subjected to setoff against Claimant's debt to other State agency—claim denied.* A claim made because of a lapsed appropriation was denied on the basis of an affirmative defense of setoff, where a departmental report was admitted as *prima facie* evidence that the Claimant airline had previously sold another State agency tickets which were subsequently dishonored when the airline filed proceedings in bankruptcy.**

**RAUCCI,** J

This claim in the amount of $337.00 has been made because of a lapsed appropriation. The Respondent filed an answer and raised an affirmative defense of setoff based upon the fact that the Illinois Commerce Commission, an agency of the State of Illinois, has a claim against the Claimant for $10,773.00.

The claim was set for hearing before our commissioner on October 21, 1985. The parties appeared before the commissioner. The Claimant had no evidence to present. No testimony was taken. The matter was presented to the commissioner on the materials and

documents in the file. The file contains a departmental report from the Illinois Commerce Commission, which has been submitted as evidence pursuant to Rule **21** of the Court of Claims. In accordance with that rule, this report is prima facie evidence of the matters contained in the report.

The departmental report from the Illinois Commerce Commission shows that the Illinois Commerce Commission purchased **$10,773.00** in prepaid tickets from the Claimant. Subsequently, the Claimant airline was shut down, and thereafter the Claimant airline filed proceedings in bankruptcy. The prepaid tickets were, therefore, not honored.

Based upon the report and the record in this matter, and based upon the fact that the Claimant is unable to present any evidence to contradict the departmental report, the claim should be denied.

It is therefore ordered, adjudged and decreed that the claim is denied, with prejudice.

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(No. 85-CC-2436—Claim dismissed.)

DIPAOLO COMPANY and ROSSETTI CONTRACTING CO., INC., a Joint Venture—No. 7, Claimant, *v.* THE STATE OF ILLINOIS, Respondent.

Order *filed* March **28,1986.**

**FRANCIS M. DONOVAN,** for Claimant.

**NEIL F. HARTIGAN,** Attorney General **(ROBERT** J. **SKLAMBERG,** Assistant Attorney General, of counsel), for Respondent.

CONTRACTS—*construction contract—untimely claim denied.* The Court of Claims dismissed a claim arising from a contract for paving and sewer work, since the contract included the standard specification providing that acceptance of final payment constitutes a release and waiver of any rights and privileges arising under the contract unless a claim for adjudication is filed within 60 days, and the Claimant did not file its claim until more than three years after accepting final payment.

**MONTANA,** C.J.

This cause coming on to be heard on the motion of Respondent to dismiss the claim herein; due notice having been given the parties hereto, and the Court being fully advised in the premises;

The Court finds that the instant claim sounds in contract and is brought pursuant to section 8(b) of the Court of Claims Act (Ill. Rev. Stat. 1983, ch. 37, par. 439.8(b)). On March **12,1980,** Claimant and Respondent executed the subject contract, No. 34050, for the installation of storm sewers and paving work along Waukegan Road in Deerfield, Illinois. Claimant is alleging that Respondent breached this construction contract.

The contract between Claimant and Respondent included, **by** reference, the standard specifications for road and bridge construction, adopted October 1, 1979 ("standard specifications"). Article 109.09 of the standard specifications states:

"109.09 Acceptance and Final Payment.

When the State of Illinois is the awarding authority, ***unless the Contractor files a claim for adjudication by the Court of Claims within 60 days after acceptance of final payment, the final payment shall constitute a release and waiver*** of any and all rights and privileges under the terms of the contract, ***and Shall relieve the Department from any and all claims or liabilities for anything done or furnished relative to the work or for any act or neglect on the part of the Department relating to or connected with the contract."*** (Emphasis added.)

We note that final payment for contract No. 34050 was issued to Claimant on January 5, **1982,** accepted by Claimant's bank on January **11, 1982,** and paid by the State treasurer on January **12, 1982.** The instant claim was filed on March **29,** 1985, which is ***more than three years*** after Claimant accepted final payment for the contract it had entered into with Respondent.

Clearly, then, Claimant failed to file its claim within the time specified in its contract with Respondent. Under these circumstances, we are constrained to hold that Claimant is barred from maintaining the instant cause of action in this Court.

It is therefore ordered that Respondent's motion be, and the same is, hereby granted, and the claim herein is dismissed, with prejudice.

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(No. **85-CC-2600—Claimant awarded $42,500.00.)**

**ALICE TEXTOR, DEBORAH BRUE** and **ROBERTA FARRICK, Claimants, *v.* THE STATE OF ILLINOIS, Respondent.**

***order filed* August *8, 1985.***

**EDWARD** F. **DIEDFUCH,** for Claimant.

**NEIL** F. **HARTIGAN,** Attorney General (**KATHLEEN** O'**BRIEN**, Assistant Attorney General, of counsel), for Respondent.

STIPULATIONS—*employment discrimination—Federal* **court** *judgment for Claimants—stipulation—award granted.* **Based on a stipulation of the parties, an award was granted to satisfy the Federal court judgment awarded to the Claimants in their action alleging that they were victims of sexual discrimination during their employment as instructors and coaches at a State university.**

RAUCCI, J.

This claim is before the Court of Claims following the filing of a joint stipulation whereby the parties agreed as follows:

1. Respondent Board of Regents is a body corporate and politic and an agency of the State of Illinois. Ill. Rev. Stat. **1983,** ch. **144,** par. **301** ***et seq.***

**2.** The claim in this cause is made against Respondent in its capacity as an agency of the State of Illinois and is brought under sections 8(a) and (b) of the Court of Claims Act (Ill. Rev. Stat. **1983,** ch. **37,** par. **439.8).**

**3.** The claim in this cause is not made under "An Act to provide representation and indemnification" (Ill. Rev. Stat. **1983,** ch. 127, par. **1301** ***et seq.).***

**4.** Claimants were employed by the Board of Regents **as** physical education instructors and coaches of various sports teams at Northern Illinois University.

**5.** Northern Illinois University is an institution of higher education established by the State of Illinois; operated, managed, controlled and maintained by the Board of Regents, the Respondent.

6. During their employment as instructors and coaches at Northern Illinois University, Claimants were allegedly discriminated against by reason of their sex in violation of Federal statutory and constitutional rights and prohibitions.

7. As a result of the alleged discrimination, the Claimants filed, individually and on behalf of all other persons similarly situated, complaints for equitable, declaratory, monetary and other relief as civil actions in the United States District Court for the Northern District

of Illinois, Eastern Division, in cause No. 80 C **378** and cause No. 80 C **379,** naming the Respondent Board of Regents et *al.* as Defendants.

8. On April **12, 1985,** after a trial of the cause, the District Court entered judgment for the Claimants consisting of an award of damages.

**9.** Claimants then attempted to collect their judgment in the United States District Court, but were ultimately required to file in the Illinois Court of Claims.

**10.** Among other things, the United States District Court judgment provided for payment of **$42,500.00** to the Claimants.

**11.** The payment provided for in said judgment and set forth in paragraph 10 above should be made and **an award** of **said sum should be made by this Court.**

We have reviewed the record. The joint stipulation is corroborated by the record. There is nothing more for us to consider. In matters such as the one at bar this Court is but a vehicle for payment. Actually, whether or not this Court concurs with the parties' joint stipulation and enters an award is immaterial because if the Federal court has jurisdiction to enter an order which is the subject of this claim (and it unquestionably does) the Federal court can enforce its order and require the State to pay regardless of any action by this Court and/or any action by the legislature.

It is hereby ordered that the Claimants, Alice Textor, Deborah Brue, and Roberta Farrick be and are hereby awarded the sum of **$42,500.00.**

(No. **85-CC-2647—Claimant awarded $500.00.)**

TREDIS MCMAHON, Claimant, v. THE STATE OF ILLINOIS, Respondent.

***Opinion filed March 28,1986.***

TREDIS MCMAHON, pro *se*, for Claimant.

NEIL F. HARTIGAN, Attorney General (JOHN R. BUCKLEY, Assistant Attorney General, of counsel), for Respondent.

PRISONERS AND INMATES—*electronically controlled gate closed on inmate's arm—award granted.* **An award was granted to an inmate of a correctional facility for the injuries sustained when his arm was broken when an electronically controlled gate was closed while the inmate was passing through the gate, since the evidence established that the injury was the result of the conduct of the guard who was operating the gate.**

HOLDERMAN, J.

This is a claim brought by Claimant, Tredis McMahon, a resident of Stateville Correctional Center, for personal injuries sustained when an electronically operated gate closed on him, breaking his left arm.

The testimony in this matter was extremely conflicting. Claimant testified that on June *5,* 1984, at approximately 5:15 p.m., he was in the tunnel outside E House. He had a job sweeping the tunnels and he wanted to go into E House to get a buffer brush.

To get in or out of E House, you must go through a large steel gate operated from a control center which is a considerable distance from the gate. The operators in the control center have no direct visual contact with traffic going through the gate but instead they watch the traffic on a camera, and they press buttons to open and close the gate.

Claimant testified there was a line of residents going into E House through the gate and the operator, Shirley

Robinson, had opened the gate just far enough so only one person could go through at a time. Claimant testified when he got into the gate, the operator closed it on him, breaking his left arm.

The testimony in this case was that the gate closes with considerable force. Claimant stated the gate was not moving when he began to enter it and it was open enough for him to walk through without turning sideways. He testified that as he began to enter the gate, it was stationary, although not open all the way, and that as he began to go through the gate, it began to move. He testified that the moving gate covered the space of 1½ to two feet so quickly that he could not make it through.

A shift supervisor, Captain Raymond E. Hall, testified that he was standing close to the gate in question at the time of the incident. He testified that the gate is made out of steel, has two sections—a stationary section and a moving section—and that the section that moves is approximately 4½ feet wide. He testified when the gate is fully opened, the aperture is approximately 4½ feet, and that it would take the gate about five to six seconds to traverse that distance, but only about one second to traverse two feet. He further testified that Claimant was not going into E House, but was coming from the Unit E door to the gate; that when he saw Claimant, the gate was already moving, that Claimant was 30 feet from the gate and running fast, that he tried to go through the gate sideways but the gate caught him.

Respondent introduced into evidence its departmental report consisting of a statement by Officer Wayne B. Lane. This report stated that no one was trying to go in or out of the gate and that the operator started to close it. It further states that the gate was approximately 12 inches from being closed completely when

Claimant ran forward and tried to get through before it closed.

Claimant, on returning to the witness stand, denied that Captain Hall's testimony was true and denied that Officer Lane's affidavit was true.

Claimant attached to his complaint an affidavit of a fellow inmate, Joe Woods, which stated that the control officer was playing with the inmates going through the gate and as a direct result, the control officer slammed Claimant's arm up and left his arm in the gate for approximately three minutes, and that Claimant was free of fault.

Mr. Woods, who had not heard Captain Hall testify, was called as a rebuttal witness, and he testified in contradiction to Officer Hall. He testified that Claimant was on the outside of E House trying to get in, and that he was on the inside wanting to go out. Woods stated that as he was trying to get out, the control center operator slammed the gate and he had to jump back to escape injury. He further stated that the operator in charge of the gate opened up the gate again and as Claimant entered the gate, she kept playing with the switch and the gate slammed Claimant's arm up in the gate. This inmate testified that several inmates tried to pull the gate back to relieve some of the pressure on the arm but were unable to do so. He stated positively that Claimant was not trying to run through the gate but was standing in front of it waiting to go through.

The Court is of the opinion that the incident occurred because of the action of the operator in the control center in operating the gate. The hearing officer in this case thought the testimony of Officer Hall did not rebut the testimony of Claimant and that it was as a result of the action of the control center operator that

Claimant was injured.

Award is hereby made in favor of Claimant in the amount of five hundred ($500.00) dollars for the injuries sustained by him.

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(No. 85-CC-2982—Claimant awarded $15.00.)

ANTHONY JOHNSON, Claimant, *v.* THE STATE OF ILLINOIS, Respondent.

*Order filed September 17, 1985.*

ANTHONY JOHNSON, *pro se*, for Claimant.

NEIL F. HARTIGAN, Attorney General (SUZANNE SCHMITZ, Assistant Attorney General, of counsel), for Respondent.

STIPULATIONS—*suspension of driver's license expunged—reinstatement fee refunded—claim granted.* Based on a stipulation of the parties, the Claimant was granted an award in the amount of the reinstatement fee he paid as a result of the suspension of his driver's license, since the order of suspension was expunged by a court of competent jurisdiction and the application for the refund was made more than six months after the fee had been paid.

HOLDERMAN, J.

This cause coming on to be heard on the Respondent's stipulation and the Court being duly advised in the premises finds that this is a claim for a refund of a $15.00 reinstatement fee paid as the result of an order of suspension on the Claimant's driver's license. The order of suspension was ordered "expunged' from the Claimant's driving record by a court of competent jurisdiction, and therefore, the collection of the fee was made in error, and in accordance with the provisions of

the Illinois Vehicle Code, the application for refund having been made more than six months following the payment of the fee, the fee must be refunded and the refund must be made by the Court of Claims. Ill. Rev. Stat. 1983, ch. 95½, pars. 3—824(b), (d).

It is therefore ordered that this Claimant be granted an award in the amount, as claimed, of $15.00.

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(No. 86-CC-0148—Claimant awarded $2,046.00.)

JAMES NEWSOME, Claimant, *v.* THE STATE OF ILLINOIS, Respondent.

**Order filed** April 24, 1986.

JAMES NEWSOME, ***pro se,*** for Claimant.

NEIL F. HARTIGAN, Attorney General, for Respondent.

PRISONERS AND INMATES—***toilet overflow* in cell—transcript *destroyed*—claim allowed.** The Court of Claims granted an award to an inmate of a correctional center for the cost of replacing the transcript of his trial, since the evidence established that the transcript was destroyed when the toilet in his cell overflowed, and the overflow was occasioned by the Respondent's failure to maintain the plumbing system.

HOLDERMAN, J.

This matter comes before the Court as a result of a claim brought by Claimant, a resident of Stateville Correctional Center, for the loss of a trial transcript when the toilet in his cell overflowed.

On October 16, 1984, at approximately 8:00 a.m., Claimant states he left his cell in cell house B-East to go to work. He had no cellmate. He states his cell was in

order when he left. On the day in question, between 1:30 and 2:00 p.m., he was notified to return to his cell because it was flooded. Sewage had come up out of the toilet bowl, water had run onto the floor of the cell and was one to two inches deep, and water had run out of the cell and flooded half the gallery. Claimant testified he had not left the cell with water running in the toilet bowl.

Claimant testified all the property he had stored on the floor beneath his bunk was ruined by the sewage, the principal loss being his trial transcript of 1,574 pages. A letter from a clerk of the circuit court of Cook County to Claimant states the cost of replacing this transcript would be $2,046.00. A copy of said letter was attached to the commissioner's report.

Respondent called as **a** witness one Robert Oliver, a case work supervisor, who saw the flooding, called Claimant to return to his cell, and called for a plumber. He testified the flooding could have been caused by a pipe behind the toilet or could have been sabotage by other inmates.

Claimant testified he had no cellmate and that when he left the cell water was not running in the toilet bowl. Respondent offered no proof of inmates sabotaging the plumbing system.

It is the opinion of the Court that Claimant's loss was occasioned by the facilities of Respondent and their failure to maintain their equipment.

Award is hereby entered in favor of Claimant in the amount of $2,046.00.

## LAW ENFORCEMENT OFFICERS, CIVIL DEFENSE WORKERS, CIVIL AIR PATROL MEMBERS, PARAMEDICS AND FIREMEN COMPENSATION ACT

Where a claim for compensation filed pursuant to the Law Enforcement Officers, Civil Defense Workers, Civil Air Patrol Members, Paramedics and Firemen Compensation Act (Ill. Rev. Stat., ch. **48,** par. 281 ***et seq.***), within one year of the date of death of a person covered by said Act, is made and it is determined by investigation of the Attorney General of Illinois as affirmed by the Court of Claims, or by the Court of Claims following a hearing, that a person covered by the Act was killed in the line of duty, compensation in the amount of $20,000.00 or $50,000.00 if such death occurred on or after July 1, **1983,** shall be paid to the designated beneficiary of said person or, if none was designated or surviving, then to such relative(s) as set forth in the Act. The following reported opinions include all such claims resolved during fiscal year 1986.

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## OPINIONS PUBLISHED IN FULL FY 1986

**(No. 84-CC-1130—Claimant awarded $50,000.00.)**

*In* **re APPLICATION OF BILLIE JEAN ERICKSON.**

***Opinion filed November 18, 1985.***

**PETER F. FERRACUTI,** for Claimant.

**NEIL F. HARTIGAN,** Attorney General (**KATHLEEN O'BRIEN**, Assistant Attorney General, of counsel), for Respondent.

*LAW* ENFORCEMENT OFFICERS AND FIREMEN COMPENSATION *Am—killed in line of duty defined.* "Killed in line of duty" means losing one's life as a result of injury received in the active performance of duties within one year from the date the injury was received, if that injury arose from violence or other accidental cause.

SAME—*fireman—heart attack—preexisting condition—claim allowed.* Death due to heart attack occurred in line of duty where fireman showed symptoms of heart attack during the three shifts which he worked following his return to duty after suffering a heart attack two months earlier, and he died two days later.

MONTANA, C.J.

This claim is brought by Billie Jean Erickson who seeks an award pursuant to the provisions of the Law Enforcement Officers, Civil Defense Workers, Civil Air Patrol Members, Paramedics and Firemen Compensation Act (Ill. Rev. Stat. 1981, ch. 48, par. 281 et *seq.*) (hereinafter referred to as the Act), due to the death of her husband, David O. Erickson, who was a fireman for the City of Ottawa, Illinois. Firefighter Erickson died on November 8,1983, from cardiopulmonary failure due to or as a consequence of acute myocardial infarction. Mrs. Erickson was designated as the sole beneficiary of any award authorized by this Court.

The record consists of the application for benefits, the statement of the decedent's supervising officer, the report of the Attorney General, and evidence presented in the 'form of evidence depositions upon stipulation of the parties. Based on the record the Commissioner has duly filed his report and the matter is now before us for a decision.

The evidence depositions of the following persons were submitted to the Court: Michael Jobst, a fireman with the city of Ottawa, who described events that occurred on October 30,1983; Francis Newell, a captain

in the Ottawa Fire Department who was in charge of the fire on October 30, 1983; Dr. Anton Giger, a general practitioner who was the Ericksons' family physician and who described in some detail Firefighter Erickson's history of heart failure; and Billie Jean Erickson, the surviving spouse, who also described her husband's prior heart attack as well as the events immediately preceding his death.

The evidence indicates that Firefighter Erickson suffered his first heart attack on August 8, 1983. Mrs. Erickson described that heart attack, their trip to the emergency room of the county hospital in Ottawa, and his recuperation during the late summer of 1983. Dr. Giger described in greater detail the tests and treatment undertaken during this same period. Mr. Erickson's condition apparently improved sufficiently so that he was eventually released to full duty in October of 1983.

His very first shift back to work was October 30, 1983. On that date, he attended two calls, the first being an ambulance call. Later that day there was a fire at 554 Congress Street in Ottawa. It was a basement fire with a buildup of heavy smoke. Both Firefighter Jobst and Captain Newell were with Firefighter Erickson at that time.

During the course of their firefighting, Erickson was asked to locate the "hot spot" where smoke was coming from. He performed this task using a fire ax to chop down a bathroom wall. Both Newell and Jobst described Erickson's condition during this period as being "pasty" in color. Captain Newell stated that Erickson looked like he was about ready to pass out. At this time, Erickson complained to Jobst of a pain in his chest.

Despite his obvious pain, Erickson finished his shift. In fact, he served two subsequent shifts during which time he continually complained of the pain in his chest. He called in sick on November 7, 1983, and died of a heart attack the next day.

For an award to be granted under the Act it must be shown that the fireman was killed in the line of duty as defined by the Act. Section 2(e) of the Act provides, in relevant part, that " 'killed in the line of duty' means losing one's life as a result of injury received in the active performance of duties within one year from the date the injury was received and if that injury arose from violence or other accidental cause.', (Ill. Rev. Stat. 1981, ch. 48, par. 282(B).) Coverage under the Act is not limited to healthy firemen. An award may be granted even though a preexisting condition may have contributed to the decedent's death. See *Macek* v. *State* (1974), 30 Ill. Ct. Cl. 1071; *Finlen* v. *State* (1974), 30 Ill. Ct. Cl. 1076.

Based on the record before us, we find that Firefighter Erickson was killed in the line of duty and that this claim is therefore compensable.

Wherefore, it is hereby ordered that an award of $50,000.00 be, and is, hereby awarded to Billie Jean Erickson, the surviving spouse and sole designated beneficiary of Firefighter David O. Erickson.

**(No. 84-CC-2030—Claimant awarded $50,000.00.)**

*In re* APPLICATION OF CONNIE A. TURPIN.

***Opinion filed July 3, 1985.***

WILLIAM J. ANAYA, for Claimant.

NEIL F. HARTIGAN, Attorney General (WILLIAM E. WEBBER, Assistant Attorney General, of counsel), for Respondent.

**LAW ENFORCEMENT OFFICERS AND FIREMEN COMPENSATION ACT—*fireman killed in line of duty—heart attack—claim allowed.* Fireman who suffered heart attack while helping start pump on fire truck at scene of fire and died an hour later was killed in line of duty.**

MONTANA, C.J.

Claimant seeks an award pursuant to the Law Enforcement Officers, Civil Defense Workers, Civil Air Patrol Members, Paramedics and Firemen Compensation Act (Ill. Rev. Stat. **1983,** ch. **48,** par. **281** et *seq.*) (hereinafter referred to as the Act).

The Court, having reviewed the record in this matter, finds as follows:

1. The claim herein was filed by Connie A. Turpin, the surviving spouse of Volunteer Firefighter Wayne M. Turpin of the Vance Township Fire Department in Fairmont, Illinois.

2. The statement of Chief David Ferber, the decedent's supervising officer, indicates that Firefighter Turpin was helping to start a pump on a fire truck at the scene of a residential fire at approximately 12:30 p.m. on December **1, 1983,** when he complained of chest pains and then fell to the ground. He was thereafter taken by ambulance to St. Elizabeth Hospital in Danville where he was pronounced dead at 1:30 p.m. due to having suffered a myocardial infarction.

**3.** The facts of this claim indicate that Firefighter Turpin was "killed in the line of duty" as defined by section 2(e) of the Act. Ill. Rev. Stat. 1983, ch. 48, par. 282(e).

4. The proof submitted in support of this claim satisfies all the requirements of the Act and an award should therefore be granted.

5. Since a designation of beneficiary form has not been submitted to the Court, the Claimant, as the surviving spouse, is entitled pursuant to section 3(a) of the Act to receive the entire amount of benefits payable thereunder. Ill. Rev. Stat. 1983, ch. 48, par. 283(a).

Wherefore, it is hereby ordered that an award of $50,000.00 be, and 'is, hereby granted to Connie A. Turpin, the surviving spouse of Firefighter Wayne M. Turpin.

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(No. 84-CC-3043—Claimant awarded $50,000.00.)

*In re* APPLICATION OF LINDA FORD and BEVERLY MCGEE.

*Opinion filed March 18, 1986.*

BILANDIC, NEISTEIN, RICHMAN, HAUSLINGER & YOUNG, for Claimant.

NEIL F. HARTIGAN, Attorney General (KATHLEEN O'BRIEN, Assistant Attorney General, of counsel), for Respondent.

LAW ENFORCEMENT OFFICERS AND FIREMEN COMPENSATION *Am—police officer—heart attack—killed in line of duty defined.* Killed in the line of duty means losing one's life as a result of injury received in the active performance of duties as a law enforcement officer, if the death occurs within one year from the date the injury was received, and if that injury arose from violence or other accidental cause.

SAME—*police officer—heart attack—claim allowed.* Police officer who suffered heart attack while walking a new beat, alone in high crime area where gang activity and shootings had occurred was exposed to risks greater than those to which public in general is exposed, and stress associated with that risk contributed to his death which was a result of "other accidental cause" and officer was thus "killed in line of duty."

MONTANA, C.J.

This is a claim for compensation arising out of the death of Julian W. Ford, Jr., a City of Chicago Police Officer, pursuant to the provisions of the Law Enforcement Officers, Civil Defense Workers, Civil Air Patrol Members, Paramedics, and Firemen Compensation Act (Ill. Rev. Stat. 1983, ch. 48, par. 281 et *seq.*) (hereinafter referred to as the Act). A hearing was held before Commissioner Martin Ashman and he has duly filed his report. The matter now comes before the Court for a decision.

The evidence is undisputed that on March 27, 1984, Officer Ford was assigned to the 14th District in the City of Chicago and was assigned a foot patrol through Pulaski Park located at 1419 West Blackhawk. He commenced working his beat at 1:30 p.m. on that date. He was temporarily taking this beat patrol from the regular officer so assigned, Officer Howard J. Kilroy. The beat was patrolled alone.

The basic concern of the beat was to keep gangs out of the park. Gangs encountered there were the Milwaukee Kings, Latin Kings, Disciples, Jousters and Greenview Boys. Shootings were encountered by Officer Kilroy at times in the past on this beat. Officer Kilroy testified that the beat would be more difficult for an officer new to the area such as Officer Ford, since the gangs might try to harass him.

At 7:15 p.m. Officer Ford, while walking across the

basketball floor in the park during the course of his foot patrol, collapsed and died later that date. The cause of death according to the medical examiner's office was acute myocardial infarction.

The issue presented to the Court, in this case, is whether Officer Ford was "killed in the line of duty."

The Act, at section 2(e) provides the following definition:

" 'Killed in the line of duty' means losing one's life as a result of injury received in the active performance of duties as a law enforcement officer . . . if the death occurs within one year from the date the injury was received and if that injury arose from violence or other accidental cause." Ill. Rev. Stat. 1983, ch. **48,** par. 282(e).

There is no question that Officer Ford died while in the course of his duty as a law enforcement officer and that the death occurred within one year from the date of the injury. There is no evidence that the officer died as a result of violence. Thus, the issue is whether he died from "other accidental cause."

In the case of ***Georgean v. State*** **(1973),** ***28*** Ill. Ct. Cl. **408,** this Court, while finding that the Claimant there was not a law enforcement officer, stated that since there was some ambiguity in the statute, it would be helpful to set out some general guidelines and principles regarding heart attack cases and in ***so*** deciding concluded at page **413:**

"In summary, it is our opinion that the legislature intended to compensate the survivors of law enforcement officers and firemen who were exposed to risks greater than those to which the public is exposed. There is no rationale for compensating survivors of policemen or firemen who died as a result of mundane activities which did not involve special risks to their decedent's persons."

Officer Ford was exposed to risks greater than those to which the public in general is exposed. He, on foot and alone, patrolled an area in which gang activities were a concern and in which shootings had occurred in

the past. He was new to the beat and unfamiliar with the gang members. He collapsed approximately six hours after commencement of his work.

It is our opinion that the stress associated with the risks Officer Ford was exposed to contributed to his death. We therefore find that he died as a result of an "other accidental cause" and thus was "killed in the line of duty." This claim accordingly is compensable.

The application for benefits submitted in this claim indicate the decedent did not execute a designation of beneficiary form showing who should receive an award under the Act. Section 3(a) of the Act therefore requires that Linda Ford receive the entire amount payable since she is the surviving spouse of the decedent. Ill. Rev. Stat. 1983, ch. 48, par. 283(a).

Wherefore, it is hereby ordered that an award of $50,000.00 be, and is, hereby granted to Linda Ford, the surviving spouse and statutory beneficiary of Police Officer Julian W. Ford, Jr.

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(No. **85-CC-1987—Claimant awarded $50,000.00**

***In re* APPLICATION OF DEBRA HARBISON.**

***Opinion filed July 3, 1985.***

EDWARD J. FISHER, for Claimant.

NEIL F. HARTIGAN, Attorney General (WILLIAM E. WEBBER, Assistant Attorney General, of counsel), for Respondent.

**LAW ENFORCEMENT OFFICERS AND FIREMEN COMPENSATION ACT—*correctional officer—stabbing death—claim allowed.* Award granted to widow of correctional officer at Menard Correctional Center who was killed**

**as result of being attacked and stabbed numerous times by a prison inmate while locking inmates in their cells.**

MONTANA, C.J.

Claimant seeks an award pursuant to the Law Enforcement Officers, Civil Defense Workers, Civil Air Patrol Members, Paramedics and Firemen Compensation Act (Ill. Rev. Stat. 1983, ch. **48,** par. 281 ***et seq.***) (hereinafter referred to as the Act).

The Court, having reviewed the record in this matter, finds as follows:

**1.** The claim herein was filed by Debra Harbison, the surviving spouse of Correctional Officer Cecil Harbison, an employee of the Illinois Department of Corrections at the Menard Correctional Center.

2. The statement of Correctional Captain Dwayne Clark, the decedent's supervising officer, and exhibits submitted in support thereof indicate that on the evening of November 30, **1984,** Officer Harbison was assigned the duty of locking inmates in their cells in south cellhouse after the supper meal. At approximately 5:00 p.m. he was attacked and stabbed numerous times by a prison inmate. Officer Harbison was pronounced dead less than an hour later at the Chester Memorial Hospital in Chester, Illinois, due to the stab wounds suffered in the attack.

3. The facts of this claim indicate that Officer Harbison was "killed in the line of duty" as defined in section 2(e) of the Act. Ill. Rev. Stat. 1983, ch. **48,** par. 282(e).

**4.** The proof submitted in support of this claim satisfies all the requirements of the Act and an award should therefore be granted.

5. Since a designation of beneficiary form has not been submitted to the Court, the Claimant, as the surviving spouse, is entitled pursuant to section 3(a) of the Act to receive the entire amount of benefits payable thereunder. Ill. Rev. Stat. 1983, ch. 48, par. 283(a).

Wherefore, it is hereby ordered that an award of $50,000.00 be, and is, hereby granted to Debra Harbison, the surviving spouse of Correctional Officer Cecil Harbison.

## LAW ENFORCEMENT OFFICERS, CIVIL DEFENSE WORKERS, CIVIL AIR PATROL MEMBERS, PARAMEDICS, AND FIREMEN COMPENSATION ACT

### OPINIONS NOT PUBLISHED IN FULL FY 1986

Where the Attorney General's investigation determines that claim is within the scope of Act claim will be allowed.

| | | |
|---|---|---|
| 84-CC-2538 | Sparling, Jean M. | $50,000.00 |
| 84-cc-3289 | Oller, Patsy Jane | 20,000.00 |
| 85-CC-0479 | Watkins, Vivian J. | 50,000.00 |
| 85-CC-0520 | Marnati, Thelma Earlean | 50,000.00 |
| 85-CC-0760 | Golden, Shirley A. | 50,000.00 |
| 85-CC-0992 | Wood, Kathy | 20,000.00 |
| 85-CC-2297 | Kohl, William | 50,000.00 |
| 85-CC-2315 | Forchione, Cinthia J. | 50,000.00 |
| 85-CC-2316 | Nockels, Mary M. | 50,000.00 |
| 85-cc-2375 | Talley, Nina & James | 50,000.00 |
| 85-CC-2604 | Allen, Donna M. | 50,000.00 |
| 85-CC-2906 | Keeney, Diana M. | 50,000.00 |
| 85-CC-2955 | Pye, Kathryn | 50,000.00 |
| 86-CC-0199 | King, Marie C. | 50,000.00 |
| 86-CC-0206 | Kendzora, Karin K. | 50,000.00 |
| 86-CC-0232 | Magnus, Marilyn | 50,000.00 |
| 86-CC-0237 | Leoni, Marti &Joan | 50,000.00 |
| 86-CC-0386 | Sidwell, Patricia | 50,000.00 |
| 86-CC-1070 | Dawson, Linda M. | 50,000.00 |
| 86-CC-1201 | Brezina, Elaine | 50,000.00 |
| 86-CC-2244 | Mercer, Paula M., Mrs. | 50,000.00 |
| 86-CC-2715 | Coglianese, Eileen | 50,000.00 |

# CASES IN WHICH ORDERS OF AWARDS WERE ENTERED WITHOUT OPINIONS FY 1986

| | | |
|---|---|---|
| 80-CC-0030 | Williams, Thomas | $ 18,500.00 |
| 80-CC-0332 | Rubright, Richard H.; Individually and as Administrator of the Estate of Steven Rubright, Deceased; Patricia Rubright, Roxanne Rubright & Gregory Rubright | 1,000.00 |
| 80-CC-1544 | Cogan, Joseph; as Personal Representative of the Estates of Shirley M. Cogan & Michael Cogan, Deceased | 30,000.00 |
| 80-CC-1560 | Zazetti, Amy; a minor, by her mother & next friend, Elizabeth Zazetti | 2,000.00 |
| 80-CC-2187 and 82-CC-2586 | Cessna, John, **et** al. Van Herzeel, Francis | 63,000.00 |
| 81-CC-0249 | Collins, Mary Margaret | 7,629.50 |
| 81-CC-2145 | Geraci, Raymond J., Jr. | 20,000.00 |
| 82-CC-0510 | Reliance Elevator Co. | 9,260.00 |
| 83-CC-0551 | Barnard, Cecil & Roberta | 1,500.00 |
| 83-CC-1514 | Sipes, Gerald M. | 750.00 |
| 83-CC-1939 | Goral, Linda; a minor, by her mother & next friend, Angela Goral | 2,500.00 |
| 83-CC-2325 | Janda, Robin G. | 15,000.00 |
| 83-CC-2689 | Xerox Corp. | 325.62 |
| 84-CC-0665 | Mathesius, Lynn D. | 500.00 |
| 84-CC-1749 | Martin, Richard J., II | 935.00 |
| 84-CC-1786 | Stahl, Charles David | 5,000.00 |
| 84-CC-1804 | Renfro, Charles, et al. | 2,533.43 |
| 84-CC-1914 | Marrell, Vernon C. | 700.00 |
| 84-CC-2180 | Beehn, Carol Linda | 500.00 |
| 84-CC-2468 | Hlava, Richard G. | 410.00 |
| 84-cc-2675 | Brown, Richard E. | 13,000.00 |
| 84-CC-3546 | Flaherty, Ann | 401.35 |
| 85-CC-0138 | Creed, James | 1,035.00 |
| 85-CC-0448 | Goodman, Betty L. | 3,032.22 |
| 85-CC-0506 | Blaser, Scott | 50.00 |
| 85-CC-0653 | Millard Maintenance Service | 51,224.38 |
| 85-CC-0716 | Davis, William J. | 28,770.59 |
| 85-CC-0717 | Thurman, Burdette | 8,920.04 |

| | | |
|---|---|---|
| 85-CC-1840 | Jones, Carolyn | 2,500.00 |
| 85-CC-2157 | Amax Coal Co. | 2,664.21 |
| 85-CC-2614 | Greenlee, Betty | 32,000.00 |
| 85-CC-2987 | Racine, Mary | 146.41 |
| 85-CC-3056 | Hill, Bobbie | 25,000.00 |
| 86-CC-0226 | Schroeder, Charlene | 156.25 |
| 86-CC-0353 | Purnell, Michael | 75.00 |
| 86-CC-0376 | Bork, Jeffrey, M.D. | 149,806.13 |
| 86-CC-0478 | Woodwang, Timothy W. | 149.55 |
| 86-CC-0553 | Hernandez, Socorro, et al. | 30,767.77 |
| 86-CC-0594 | Rice, Gladys | 50.00 |
| 86-CC-0959 | Wells, Evelyn J. | 400.00 |
| 86-CC-2228 | Leone, Anthony J., Jr. | 256.53 |
| 86-CC-2400 | Kenley, Eugene | 61.89 |
| 86-CC-2401 | Vieregge, Jan | 55.12 |
| 86-CC-2426 | Gerdes, Robert A. | 478.94 |

## CASES IN WHICH ORDERS OF DISMISSAL WERE ENTERED WITHOUT OPINIONS FY 1986

| | |
|---|---|
| 75-CC-1121 | Madden, Larita |
| 77-CC-0063 | Lion Professional Services, Inc. & Philam Corp., d/b/a North Side Clinical Laboratory |
| 77-CC-0379 | Viskant, Gregory & Albert |
| 77-CC-1283 | Board of Education, School District 15, DuPage County |
| 77-CC-1875 | Dowell, Robert C. |
| 77-CC-1876 | Wilkinson, Budd L. |
| 77-CC-1877 | Brewer, Noel |
| 77-CC-1878 | Fletcher, Terry W. |
| 77-CC-1879 | Wheeler, Joe W. |
| 77-CC-1880 | Jones, Seymour |
| 77-CC-1881 | Marks, Milton |
| 77-CC-1882 | Snell, Larry A. |
| 77-CC-1883 | Hofman, John W. |
| 77-CC-1884 | Rachford, Hugh J. |
| 78-CC-1118 | Holton, James T.; Successor Administrator of Estate of Edward E. Avery, M.D., Dec'd |
| 78-CC-1294 | Marlow, Thomas L.; Adm. of the Estate of Terry Lynn Marlow, Dec'd |
| 78-CC-1367 | Russell, Norman, Jr. |
| 78-CC-1397 | Meyer & Maton |
| 78-CC-1497 | Barnett, Charles L. |
| 78-CC-1922 | Peirce, Marge M. |
| 78-CC-2120 | Mileham, Lawrence |
| 79-CC-0207 | West, Rodney |
| 79-CC-0517 | Krupa, David H. |
| 79-CC-1179 | Smit, Geoffrey; Smit, Michael, a Minor; Smit, Jennifer; by & through Joanne Smit, their Mother & Next Friend |
| 80-CC-0531 | Peerless Construction Co.; Dean L. Steinhilber d/b/a |
| 80-CC-1336 | Woodwork Corp. of America |
| 81-CC-0621 | Campbell, Stanley H. |
| 81-CC-1436 | Mayer, Audrey A. |
| 81-CC-2371 | Yellow Freight System, Inc. |
| 81-CC-2395 | Willis, Donla |
| 81-CC-2486 | Gasdiel, Angelo William |

81-CC-2688 Shannon, Thelma R.; Special Adm. of Estate of Bertha Kibler, Dec'd & Thelma R. Shannon
81-CC-2799 Rodgers, Anthony; by his Father & Next Friend, Alfred Rodgers
82-CC-0183 DiVito, Julio & Bernadine G.
82-CC-0218 Gansz, Mary Jane
82-CC-0232 Akins, Vernon
82-CC-0247 Goodin, James M.
82-CC-0248 Delong, John R.
82-CC-0954 Moyer, Alonzo & Young, Jacqueline
82-CC-1286 Savin Corp.
82-CC-1351 Savin Corp.
82-CC-1725 Gregerson, Mary C.; Adm. of Estate of Hector Gamboa Vargas, a minor, deceased.
82-CC-2041 Turnbull, William J.
82-CC-2310 Delong, John R.
82-CC-2475 Garman, Marylou; Special Adm. of the Estate of James Leroy Garman, Sr., Dec'd
82-CC-2771 Cardinal Glass Co. of DeKalb
82-CC-2793 Thomas, Gregory
83-CC-0096 Mussared, Marguerite; Mussared, William; Gentile, Lavinia; Ind. & as Adm., etc.
83-CC-0101 White, Robert & Vincent, Ronald
83-CC-0168 Harris Corp.
83-CC-0173 DeBose, Katie; Special Adm. of Estate of Larry Wynn, Dec'd
83-CC-0277 Felber, Edward C.
83-CC-0278 Haynes, George T.
83-CC-0420 Tom, **Tommy**
83-CC-0537 Pan Pacific Services, Ltd.
83-CC-0714 Cart, Richard
83-CC-0871 Szilage, John, & Szilage, Marian
83-CC-0896 Contis, James S.; Special Adm. of the Estate of Peter Contis, Dec'd
83-CC-0897 Sabich, Nikola
83-CC-1515 Roberts, Evelyn
83-CC-1599 Board of Education, School District 15, DuPage County
83-CC-1703 Favors, Edward A.
83-CC-1731 Accidentale, Ralph J.
83-CC-1745 Modern Business Systems, Inc.

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|---|---|
| 83-CC-1769 | Lesko, Michael P. |
| 83-CC-1871 | Craddieth, Janice |
| 83-cc-2342 | Northwest Community Hospital |
| 83-CC-2374 | St. Anthony Hospital |
| 83-CC-2408 | Northwest Community Hospital |
| 83-CC-2428 | Northwest Community Hospital |
| 83-CC-2600 | Fitzwater, Daryl Lee |
| 83-CC-2646 | Suttie, Carolyn |
| 83-CC-2742 | Kolb, Cheryl |
| 83-CC-2805 | Thomas, Ivan |
| 83-CC-2806 | Peterson, Lucius |
| 84-CC-0147 | Selvig, Nels J., & Trinity Company's Insurance |
| 84-CC-0195 | Richko, Robert P. |
| 84-CC-0257 | Melicharek, Vlasta |
| 84-CC-0271 | State Farm Mutual Automobile Insurance Co., & Metropolitan Insurance Companies |
| 84-CC-0279 | Bilow, Paul A., M.D. |
| 84-cc-0280 | Bilow, Paul A., M.D. |
| 84-cc-0281 | Bilow, Paul A., M.D. |
| 84-CC-0394 | Victory Memorial Hospital |
| 84-cc-0404 | City College of Osteopathic Medicine |
| 84-CC-0553 | Hanger, J. E., Inc. of Ill. |
| 84-CC-0554 | Hanger, J. E., Inc. of Ill. |
| 84-CC-0555 | Hanger, J. E., Inc. of Ill. |
| 84-CC-0556 | Hanger, J. E., Inc. of Ill. |
| 84-CC-0557 | Hanger, J. E., Inc. of Ill. |
| 84-CC-0558 | Hanger, J. E., Inc. of Ill. |
| 84-CC-0559 | Hanger, J. E., Inc. of Ill. |
| 84-CC-0560 | Hanger, J. E., Inc. of Ill. |
| 84-CC-0562 | Christie Clinic |
| 84-CC-0646 | Johnson, Opter T. & Jessie M. |
| 84-cc-0657 | St. Bernard Hospital |
| 84-CC-0691 | Johnson, M. Jane |
| 84-CC-0692 | Drew, Betty J. |
| 84-CC-0706 | Jablonsky, H. Virginia |
| 84-CC-0719 | Tarvin, Vanessa D. |
| 84-CC-0771 | Sheridan Health Care Assoc. |
| 84-CC-0783 | Weiss Memorial Hospital |
| 84-CC-0795 | Northwest Community Hospital |
| 84-CC-0807 | Myers, Thomas, M.D. |
| 84-cc-0842 | Corbin, Ronald |

84-CC-0860 Weiss Memorial Hospital
84-CC-0898 Victory Memorial Hospital
84-CC-0920 Skinner, Patti L.
84-CC-0958 Illinois, University of
84-CC-0981 Jakubiec, James A., M.D.
84-CC-1065 Dance, Germaine
84-CC-1073 Smith, Steven S.
84-CC-1089 Giovenco, James J.
84-CC-1099 Savin
84-cc-1163 Paige, Larry
84-CC-1167 Granite City Radiology
84-CC-1168 Granite City Radiology
84-CC-1169 Granite City Radiology
84-CC-1170 Granite City Radiology
84-CC-1172 Granite City Radiology
84-CC-1213 Stevenson, Thomas
84-CC-1236 Illinois Hooved Animal Humane Society, Inc.
84-CC-1400 Dice, James V.
84-CC-1506 Smith, Dale M.
84-CC-1570 St. Bernard Hospital
84-CC-1610 Strategos, Diane
84-cc-1644 Dooley, Robert F.
84-CC-1745 Meyer, Peggy I.
84-CC-1782 Anderson, J. Emil, & Son
84-CC-1793 Nice, George & Theresa
84-cc-1833 Green, Frank
84-cc-2099 Grau, Anthony
84-CC-2200 Lepley, Rosalyn, M.D.
84-cc-2551 St. Anthony Hospital
84-CC-2566 Columbus, Cuneo, Cabrini Medical Center
84-cc-2588 Forde, Kevin M. & Prendergast, Richard J.
84-cc-2641 Miller, Carole L. R.
84-CC-2658 Griffin, Darryl
84-CC-2674 Pierzchalski, Mark
84-CC-2735 Pierce, Cedric
84-CC-2874 Rehabilitation Institute of Chicago
84-CC-3062 Bradshaw, Charles Russell, Jr.,
84-CC-3181 Clark, Andrew
84-CC-3225 Poindexter, Edward
84-cc-3226 Jackson, Billy; Father & Next Friend of Andrew Lee Jackson, a Minor

| | |
|---|---|
| 84-cc-3238 | Chicago University Hospital |
| 84-cc-3300 | Abdelkoui, Michael |
| 84-CC-3314 | Franklin, Robert S. |
| 84-cc-3404 | Vann, Jerry |
| 84-CC-3408 | Johnson, Anthony |
| 84-cc-3412 | Trawle, Bruce |
| 84-CC-3426 | Zayre—373 |
| 84-CC-3472 | Mathes, John C. |
| 84-cc-3584 | Miner, Judson H. |
| 84-CC-3623 | Strickland, Stanley N. |
| 85-CC-0074 | Commonwealth Edison |
| 85-CC-0076 | Commonwealth Edison |
| 85-CC-0128 | Marriott, Nile, Jr. |
| 85-CC-0165 | McGraw, Elzabad |
| 85-CC-0226 | Prueske, Eleonor C. |
| 85-cc-0238 | Mayfield, Lillie, As Parent & Friend of Kimberley Mayfield, Minor |
| 85-cc-0285 | Weber Farm |
| 85-CC-0293 | Sie Geosource |
| 85-CC-0346 | Davis, Harry E., Jr. |
| 85-CC-0347 | St. John's Hospital |
| 85-cc-0362 | Harris, Brenda |
| 85-CC-0393 | Easter Seal Center, Inc. |
| 85-CC-0398 | Hardnett, Robert & Cynthia |
| 85-CC-0414 | Hoeftman, William |
| 85-CC-0416 | Wilson, Sam |
| 85-cc-0439 | South Suburban Kidney Unit |
| 85-cc-0444 | Zarem, Jeffrey I.; Executor of the Estate of George Zarem |
| 85-cc-0465 | Fentress, Angela |
| 85-CC-0490 | Thatch, Patrick |
| 85-CC-0560 | Randolph, Willie |
| 85-cc-0623 | Illinois Department of Public Aid |
| 85-cc-0652 | Malone, Eugene |
| 85-CC-0800 | Williams, Willie |
| 85-CC-0811 | Carnito, Diane P. |
| 85-CC-0822 | IBM |
| 85-CC-0870 | Illinois Bell Telephone Co. |
| 85-cc-0889 | Robinson, Alphonso |
| 85-CC-0899 | Butler, Terrold B., M.D. |
| 85-CC-0903 | Ballance, Ginger |

85-CC-0931 Sky Harbor Inn
85-cc-0949 Bozell and Jacobs
85-CC-0950 Bozell and Jacobs
85-CC-0952 Bozell and Jacobs
85-CC-0955 Bozell and Jacobs
85-CC-0956 Bozell and Jacobs
85-CC-0982 Garrett, George F., Jr.
85-CC-1007 Kelly Services
85-cc-1062 Danville Tent & Awning
85-CC-1181 McGraw, L. W.
85-CC-1192 Holley, Hozie
85-cc-1200 Medical World Lab
85-CC-1204 Williams, John
85-CC-1216 Norrington, Robert
85-CC-1225 Sertoma Center for Communicative Disorders
85-CC-1234 IBM
85-CC-1426 Woerner, Todd M.
85-cc-1449 Ruys, Michael
85-CC-1473 Tyler, Vivian Stewart
85-CC-1482 Freedom Oil
85-CC-1483 Freedom Oil
85-CC-1541 General Electric
85-CC-1556 Illinois Department of Employment Security
85-CC-1575 McGuire's Reporting Services
85-CC-1576 McGuire's Reporting Services
85-CC-1580 Burger, Mary Louise
85-CC-1586 Duffy, John E., Dr.
85-CC-1589 Pandya, Bakul, M.D.
85-CC-1620 Hedges Clinic
85-cc-1632 Petersen, Berry S.
85-CC-1644 Reese, Michael, Hospital
85-cc-1652 Reese, Michael, Hospital
85-cc-1662 Hyde, Carol A.
85-CC-1683 Ottawa Community Hospital
85-CC-1705 Pioneer Bank & Trust
85-CC-1734 Williams, Willie
85-CC-1807 Kaleidoscope, Inc.
85-CC-1830 Visiting Nurse Association
85-CC-1834 King, Gail W.
85-CC-1836 Buesser, Lorraine
85-CC-1870 Schramm, Sarah V.

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|---|---|
| 85-CC-1904 | U.S. Department of Labor |
| 85-CC-1908 | Mercy Hospital |
| 85-CC-1960 | Brown, John T. |
| 85-CC-2082 | Illinois Masonic Medical Center |
| 85-CC-2092 | Alter & Sons |
| 85-CC-2093 | Alter & Sons |
| 85-cc-2094 | Alter & Sons |
| 85-cc-2124 | Pontikes, John |
| 85-cc-2125 | Weiland, Margaret |
| 85-CC-2158 | Children's Home & Aid Society |
| 85-CC-2179 | Alter & Sons |
| 85-CC-2180 | Alter & Sons |
| 85-CC-2187 | Catholic Social Services |
| 85-CC-2206 | Corrections; Dept. of, Correctional Industries |
| 85-CC-2209 | Hines, June E. |
| 85-CC-2257 | Rehabilitation Institute |
| 85-CC-2298 | Audio Graphic Systems |
| 85-CC-2306 | Air Illinois |
| 85-CC-2307 | Alter & Sons |
| 85-CC-2327 | University Hospital |
| 85-CC-2338 | Air Illinois |
| 85-CC-2340 | Air Illinois |
| 85-CC-2341 | Air Illinois |
| 85-CC-2346 | Air Illinois |
| 85-CC-2347 | Air Illinois |
| 85-CC-2356 | Alter & Sons |
| 85-cc-2359 | Hall, Steven, M.D. |
| 85-CC-2365 | Black, Holice |
| 85-CC-2377 | K & R Delivery |
| 85-cc-2397 | Hamilton, Edward E. |
| 85-cc-2402 | St. Francis Medical Center |
| 85-CC-2403 | St. Francis Medical Center |
| 85-CC-2407 | Bluff Equipment |
| 85-cc-2411 | Orthopedic Associates |
| 85-CC-2451 | Punzio, George & Anita |
| 85-CC-2518 | Exxon Office Systems |
| 85-cc-2535 | Chicago, University of, Medical Center |
| 85-CC-2541 | Howard Uniforms |
| 85-cc-2542 | Illinois Bell |
| 85-cc-2567 | King, Jeffery |
| 85-CC-2578 | Griffith, Franklin L. |

85-cc-2583 Killoran, Harold
85-CC-2626 Wagner, Richard B.
85-CC-2627 Martinez, Juan Carlos
85-cc-2630 Reno, Herman G.
85-CC-2631 Kerr, Albert M., Sr.
85-cc-2642 Alter & Sons
85-CC-2667 Reliacare
85-CC-2674 Carpenter Body Works and Truck Equipment Co.
85-cc-2682 Associates in Nephrology
85-cc-2684 K Mart #3503
85-cc-2685 K Mart #3503
85-CC-2707 Provenza, Roy
85-CC-2721 McGuire's Reporting Services
85-CC-2724 Wilmot Castle Co.
85-CC-2734 Farkas, B., Dr.
85-CC-2739 Alter & Sons
85-CC-2740 3M
85-CC-2773 Bailey, James
85-CC-2791 AT&T Info **Systems**
85-CC-2797 AT&T Info **Systems**
85-CC-2798 AT&T Info Systems
85-CC-2799 AT&T Info Systems
85-CC-2800 AT&T Info Systems
85-cc-2802 Medical Arts Clinic of Dixon
85-cc-2838 Reliable Corp.
85-CC-2870 Meystel
85-CC-2872 Meystel
85-cc-2879 Bell, Fred
85-cc-2902 Carlson, John
85-CC-2929 Little City Foundation
85-CC-2931 Woollums, Lavada Lee
85-CC-2934 Monroe Clinic
85-CC-2984 3M
85-cc-2990 Perkins, Michael
85-CC-3020 Giles, Duncan
85-CC-3032 Homer, Walter J., Jr.
85-cc-3041 Epstein, Irwin C.
85-CC-3053 Britt Airways
85-cc-3060 Clinical Anesthesiology
85-CC-3111 Katsis, Joanne
86-CC-0002 Britt Airways

| | |
|---|---|
| 86-CC-0006 | Britt Airways |
| 86-CC-0007 | Britt Airways |
| 86-CC-0032 | Britt Airways |
| 86-CC-0033 | Britt Airways |
| 86-CC-0034 | Britt Airways |
| 86-CC-0035 | Britt Airways |
| 86-CC-0036 | Britt Airways |
| 86-CC-0051 | Kountis, William |
| 86-CC-0071 | Turner, Ellsworth E., Jr. |
| 86-CC-0079 | Fechheimer Brothers |
| 86-CC-0099 | Sarti Architectural Group |
| 86-CC-0119 | Kwiecinsky, Edward & Lorraine |
| 86-CC-0121 | Britt Airways |
| 86-CC-0125 | Britt Airways |
| 86-CC-0127 | Britt Airways |
| 86-CC-0128 | Britt Airways |
| 86-CC-0129 | Britt Airways |
| 86-CC-0130 | Britt Airways |
| 86-CC-0132 | Britt Airways |
| 86-CC-0133 | Britt Airways |
| 86-CC-0136 | Britt Airways |
| 86-CC-0137 | Britt Airways |
| 86-CC-0138 | Britt Airways |
| 86-CC-0141 | Harris, Otho Lee |
| 86-CC-0145 | Frantz, Anna F. |
| 86-CC-0170 | Macrito, Michelle |
| 86-CC-0210 | Quinby, Charles William, III |
| 86-CC-0212 | Memorial Medical Center |
| 86-CC-0225 | Zinimon, Al L. |
| 86-CC-0244 | Reese, Michael, Physicians & Surgeons |
| 86-CC-0261 | Dozier, Harvey |
| 86-CC-0281 | Ravenswood Hospital |
| 86-CC-0301 | Cardiology Physician Services |
| 86-CC-0305 | Ebbing, James R. |
| 86-CC-0306 | Thorson, Martha |
| 86-CC-0340 | Cook Co. Comptroller, Thomas P. Beck |
| 86-CC-0370 | Brooks Enterprises |
| 86-CC-0436 | Busiel, George J., Ph.D. |
| 86-CC-0476 | Bozell & Jacobs |
| 86-CC-0479 | Rasmussen, Rosa R., Estate |
| 86-CC-0485 | Norwegian-American Hospital |

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| 86-cc-0497 | Femandez, Esteban |
| 86-CC-0504 | Baehler, James E. |
| 86-CC-0505 | Salem Times-Commoner |
| 86-CC-0533 | Smith, Johnny |
| 86-CC-0542 | Mt. Sinai Hospital |
| 86-CC-0564 | UARCO, Inc. |
| 86-CC-0605 | Musgrave, Bobby |
| 86-CC-0623 | Meyer, Wilbur F., Agency, Inc. |
| 86-CC-0624 | Caffey, Harold & Shirley |
| 86-CC-0668 | D'Silva, David |
| 86-CC-0671 | U of I at Urbana-Champaign |
| 86-CC-0673 | Miller, William W. & Karen G. |
| 86-CC-0677 | Vuichard, David, Ind. & Donna Vuichard, Ind. |
| 86-CC-0696 | Xerox Corp. |
| 86-CC-0710 | Interior Technicians |
| 86-CC-0711 | Interior Technicians |
| 86-CC-0754 | Orthopedic Associates |
| 86-CC-0803 | Farrell, B. J. |
| 86-CC-0856 | Merli, Dennis |
| 86-CC-0879 | St. James Hospital |
| 86-CC-0956 | Edwards, Jackie |
| 86-CC-0977 | Pitney Bowes |
| 86-cc-0979 | Pitney Bowes |
| 86-CC-0980 | Pitney Bowes |
| 86-CC-0981 | Pitney Bowes |
| 86-CC-0982 | Pitney Bowes |
| 86-CC-1089 | Justus, Mearl |
| 86-CC-1175 | IBM Corp. |
| 86-CC-1189 | Amdt, Linda |
| 86-CC-1190 | Amdt, Linda |
| 86-CC-1232 | Little, Helen |
| 86-CC-1236 | Maryville Academy |
| 86-CC-1237 | Maryville Academy |
| 86-CC-1238 | Maryville Academy |
| 86-CC-1240 | Maryville Academy |
| 86-CC-1245 | Maryville Academy |
| 86-cc-1356 | AT&T Information Systems |
| 86-CC-1385 | AT&T Information Systems |
| 86-CC-1394 | AT&T Information Systems |
| 86-CC-1400 | AT&T Information Systems |
| 86-CC-1401 | AT&T Information Systems |

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| 86-CC-1403 | AT&T Information Systems |
| 86-CC-1414 | AT&T Information Systems |
| 86-CC-1463 | Loyola University Medical Center |
| 86-CC-1476 | Bell & Howell, Phillipsburg Div. |
| 86-CC-1590 | Alamo Group |
| 86-CC-1605 | Medical Practice Plan |
| 86-CC-1610 | Medical Practice Plan |
| 86-CC-1624 | Medical Practice Plan |
| 86-CC-1649 | Ford Iroquois Public Health Dept. |
| 86-CC-1713 | Medical Practice Plan |
| 86-CC-1714 | Medical Practice Plan |
| 86-CC-1715 | Medical Practice Plan |
| 86-CC-1725 | Columbus Hospital |
| 86-CC-1744 | Buscher's Antenna Service |
| 86-CC-1798 | Soskin, Jonathon G. |
| 86-CC-1802 | St. Elizabeth Hospital |
| 86-CC-1808 | Xerox Corp. |
| 86-CC-1814 | Xerox Corp. |
| 86-CC-1816 | Xerox Corp. |
| 86-CC-1847 | Harper College |
| 86-CC-1862 | St. Therese Medical Center |
| 86-CC-1864 | St. Therese Medical Center |
| 86-CC-1865 | St. Therese Medical Center |
| 86-CC-1866 | St. Therese Medical Center |
| 86-CC-1884 | St. Therese Medical Center |
| 86-CC-1885 | St. Therese Medical Center |
| 86-CC-1893 | Hofeld, Albert F. |
| 86-CC-1972 | Donnell's Printing & Office Products, Inc. |
| 86-CC-1979 | Illinois Bell Telephone Co. |
| 86-CC-2058 | St. Therese Medical Center |
| 86-CC-2070 | Stelfox, Robert E., D.M.D. |
| 86-CC-2074 | HPS, Hoosier Photo Supplies, Inc. |
| 86-CC-2148 | Cullen, Dr. Robert F., Jr. |
| 86-CC-2149 | Papazian, Oscar, M.D. |
| 86-CC-2160 | Hewlett Packard Co. |
| 86-CC-2186 | Walker Regional Medical Center |
| 86-CC-2226 | Hendricks, John F. |
| 86-CC-2255 | Graham, Ray, Association |
| 86-CC-2315 | Alamo Group |
| 86-CC-2396 | Pollard, Albert, Jr. |
| 86-CC-2397 | Newkirk, Catherine |

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| 86-CC-2419 | Parkwood Dodge, Inc.; formerly Norwood Park Dodge |
| 86-CC-2424 | Aamed, Inc. |
| 86-CC-2425 | Aamed, Inc. |
| 86-CC-2459 | Campbell Ambulance Service |
| 86-CC-2479 | Gandhy, Pravin R., M.D. |
| 86-CC-2493 | Cumberland Co. Mental Health |
| 86-CC-2496 | Medical Arts Clinic |
| 86-CC-2558 | Mid America Leasing |
| 86-CC-2559 | Mid America Leasing |
| 86-CC-2614 | Copier Duplicator Specialists |
| 86-CC-2706 | First National Bank of Peoria |
| 86-CC-2707 | First National Bank of Peoria |
| 86-CC-2708 | First National Bank of Peoria |
| 86-CC-2709 | First National Bank of Peoria |
| 86-CC-2737 | Leroy's Auto Parts |
| 86-CC-2870 | Marion Medical Lab & X-Ray |
| 86-CC-2944 | Mennonite Hospital |
| 86-CC-2987 | Kasch, Chris R. |
| 86-CC-3042 | Carle Clinic Assn. |

## CASES IN WHICH ORDERS AND OPINIONS OF DENIAL WERE ENTERED WITHOUT OPINIONS
## FY 1986

| | |
|---|---|
| 82-CC-1957 | Affiliated Midwest Hospital, Inc. |
| 83-CC-0390 | Chancey, Harrison Edward |
| 83-CC-0846 | Spradlin, Mary K. |
| 83-CC-2707 | Curry, Jerry |
| 84-cc-0429 | Rhodes, Douglas |
| 84-CC-0538 | Davis, Steven |
| 84-CC-0758 | Freis, Robert |
| 84-CC-0998 | Cull, Linda S. |
| 84-CC-1393 | Armstrong, Donald |
| 84-CC-1414 | Davis, Steven |
| 85-CC-0675 | McNeil, Roy C. |
| 85-CC-1976 | Prairie International Trucks |
| 85-cc-2333 | Air Illinois |
| 85-CC-2337 | Air Illinois |
| 85-cc-2339 | Air Illinois |
| 85-cc-2342 | Air Illinois |
| 85-cc-2345 | Air Illinois |
| 85-cc-2549 | Kelly, Terrance, M.D. |
| 86-CC-0592 | Manning, Mary Jane |
| 86-CC-3043 | Carle Clinic Assn. |

## CONTRACTS—LAPSED APPROPRIATIONS
## FY 1986

When the appropriation from which a claim should have been paid has lapsed, the Court will enter an award for the amount due Claimant.

| | | |
|---|---|---|
| 82-CC-2102 | McGaw, Foster G., Loyola University | $ 987.42 |
| 82-CC-2503 | Mercy Hospital | 3,114.80 |
| 82-CC-2671 | LaRabida Children's Hospital & Research Center | 730.57 |
| 82-CC-2702 | Vollen Associates, Inc. | 1,250.00 |
| 83-CC-0121 | Xerox Corp. | 80.71 |
| 83-CC-0348 | Xerox Corp. | 36.26 |
| 83-CC-0349 | Xerox Corp. | 85.88 |
| 83-CC-0365 | Xerox Corp. | 115.79 |
| 83-CC-0368 | Xerox Corp. | 165.16 |
| 83-CC-0369 | Xerox Corp. | 102.75 |
| 83-CC-0824 | Xerox Corp. | 63.56 |
| 83-CC-1200 | O'Neill, John A. | 755.36 |
| 83-CC-1539 | Rock Island Franciscan Hospital | 2,509.29 |
| 83-CC-1803 | Jandacek, Earl S. | 42.00 |
| 83-CC-1923 | Ravenswood Hospital | 158.00 |
| 83-CC-2039 | Cunningham, Charles F., D.D.S. | 208.00 |
| 83-CC-2058 | Peoria Association for Retarded Citizens, Inc. | 100.00 |
| 83-CC-2175 | Bismarck Hotel | 199.58 |
| 83-CC-2343 | Northwest Community Hospital | 5,136.77 |
| 83-CC-2393 | Northwest Community Hospital | 387.82 |
| 84-cc-0112 | MacNeal Memorial Hospital | 4,959.40 |
| 84-CC-0156 | Jean's Flower Shop | 42.00 |
| 84-CC-0299 | Weiss, Louis A., Memorial Hospital | 492.00 |
| 84-CC-0316 | Visionquest National, Ltd. | 49.88 |
| 84-cc-0355 | Hinsdale Sanitarium & Hospital | 1,235.48 |
| 84-cc-0382 | Thompson, Mary, Hospital | 5,189.21 |
| 84-CC-0395 | Northwest Community Hospital | 1,189.62 |
| 84-CC-0416 | Northwest Community Hospital | 7,352.01 |
| 84-CC-0623 | Weiss Memorial Hospital | 2,087.82 |
| 84-CC-0772 | Holy Cross Hospital | 27,667.10 |
| 84-CC-0809 | Loyola Medical Practice Plan | 39.00 |
| 84-CC-0950 | Christie Clinic | 106.00 |

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|---|---|---|
| 84-cc-1020 | MacNeal Memorial Hospital | 903.43 |
| 84-CC-1042 | Terrace Supply | 898.00 |
| 84-CC-1261 | Wang Laboratories, Inc. | 11,023.50 |
| 84-CC-1419 | St. Mary's Hospital of Kankakee | 5,712.00 |
| 84-CC-1438 | West Coast Computer Exchange | 3,500.00 |
| 84-CC-1597 | YWCA of McLean County | 41.93 |
| 84-CC-2005 | South East Community Health Organization | 89.00 |
| 84-CC-2048 | Illinois, University of | 4,764.35 |
| 84-CC-2120 | Evanston Hospital | 8,682.31 |
| 84-CC-2147 | Holy Cross Hospital | 4,813.83 |
| 84-CC-2245 | Young, Earl A., D.D.S., P.C. | 60.00 |
| 84-CC-2487 | St. Francis Hospital | 6,405.88 |
| 84-cc-2528 | St. Anthony Hospital | 4,281.06 |
| 84-cc-2534 | Corning Police Dept. | 124.11 |
| 84-CC-2554 | Little Company of Mary Hospital | 8,599.40 |
| 84-cc-2558 | Berwyn, City of | 10,032.28 |
| 84-CC-2694 | Upjohn Healthcare Services, Inc. | 55,633.30 |
| 84-CC-2744 | Daniels, Marlon | 135.18 |
| 84-CC-2788 | Jackson Park Hospital | 13,318.44 |
| 84-CC-2872 | Rehabilitation Institute of Chicago | 7,717.84 |
| 84-CC-2886 | Columbus, Cuneo, Cabrini Medical Center | 791.46 |
| 84-CC-2917 | Xerox | 588.84 |
| 84-CC-2918 | Xerox | 1,115.11 |
| 84-CC-3008 | Staff Builders Healthcare Services | 39,879.09 |
| 84-CC-3169 | Ingalls Memorial Hospital | 2,734.55 |
| 84-cc-3234 | Lutheran Social Services | 4,282.28 |
| 84-cc-3235 | Lutheran Social Services | 3,805.84 |
| 84-CC-3236 | Lutheran Social Services | 1,672.06 |
| 84-CC-3241 | Evanston Hospital | 5,702.95 |
| 84-cc-3245 | St. Mary's Hospital | 3,774.00 |
| 84-cc-3265 | Will County | 41,414.31 |
| 84-CC-3266 | Will County | 648.12 |
| 84-CC-3267 | Will County | 9,828.90 |
| 84-CC-3291 | St. Joseph Hospital | 2,315.74 |
| 84-cc-3359 | Klaus Radio | 299.00 |
| 84-CC-3432 | Upjohn Healthcare | 10,917.15 |
| 84-cc-3441 | Eastern Michigan University | 300.00 |
| 84-CC-3455 | St. James Hospital | 324.15 |
| 84-cc-3533 | Gottlieb Memorial Hospital | 2,500.85 |
| 84-cc-3537 | Holtzscher, George | 95.05 |
| 85-CC-0007 | Hinckley & Schmitt | 876.79 |

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|---|---|---|
| 85-CC-0008 | Hinckley & Schmitt | 507.89 |
| 85-CC-0039 | Joslyn, David L. | 500.00 |
| 85-CC-0066 | St. Mary of Nazareth Hospital | 10,727.60 |
| 85-CC-0160 | Five Hospital Homebound Elderly Program | 1,769.00 |
| 85-CC-0198 | St. Therese Hospital | 218.10 |
| 85-CC-0204 | Wishard Memorial Hospital, Merchants Assn. for | 90.06 |
| 85-CC-0209 | Parkside Lodge of Mundelein | 5,830.00 |
| 85-CC-0227 | Lee, Soo In, M.D. | 52.50 |
| 85-CC-0292 | Shankman Orthogenic School | 1,898.33 |
| 85-CC-0348 | Daily Courier News | 135.20 |
| 85-CC-0361 | Ingalls Memorial Hospital | 1,556.56 |
| 85-CC-0424 | Weiss, Louis A., Memorial Hospital | 5,882.56 |
| 85-CC-0446 | Century Computer Systems | 600.00 |
| 85-CC-0454 | St. john's Hospital | 11,587.49 |
| 85-CC-0477 | Medical Practice Plan | 596.00 |
| 85-CC-0582 | Ingalls Memorial Hospital | 511.12 |
| 85-CC-0604 | Air Illinois | 70.00 |
| 85-CC-0646 | Graham, Ray, Association | 3,600.00 |
| 85-CC-0669 | Loyola Medical Practice | 50.00 |
| 85-CC-0677 | Oklahoma Rig & Supply | 92.76 |
| 85-CC-0700 | Evangelical Child & Family Agency | 2,373.28 |
| 85-CC-0707 | Bourguignon, Jean-Pierre | 842.47 |
| 85-CC-0721 | Illinois Armored Car Corp. | 78.00 |
| 85-CC-0726 | Commonwealth Edison | 17,970.83 |
| 85-CC-0759 | Sav-A-Day Laundry Machinery | 282.30 |
| 85-CC-0826 | 3M | 4,357.17 |
| 85-CC-0865 | Miquelon, Cotter & Daniel, Ltd. | 5,167.30 |
| 85-CC-0869 | Illinois Bell Telephone Co. | 196.46 |
| 85-CC-0873 | Caccitolo, Jackie | 295.63 |
| 85-CC-0881 | McLary, Regina | 597.30 |
| 85-CC-0886 | Shoss Radiology Group, Inc. | 60.00 |
| 85-CC-0907 | Shover, Jayne, Easter Seal Rehabilitation Center | 3,752.03 |
| 85-CC-0917 | Associates in Crisis Therapy | 444.68 |
| 85-CC-0924 | Reese, Michael, Hospital | 74.00 |
| 85-CC-0929 | Consultants in Developmental Behavioral Dysfunction | 1,608.26 |
| 85-CC-0930 | Utility Stationers | 95.08 |
| 85-CC-0939 | Salvation Army Family Service | 6,254.44 |
| 85-CC-0944 | Bozell and jacobs | 8,366.98 |

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| 85-CC-0945 | Bozell and Jacobs | 3,026.14 |
| 85-CC-0946 | Bozell and Jacobs | 1,602.50 |
| 85-CC-0947 | Bozell and Jacobs | 1,602.00 |
| 85-CC-0948 | Bozell and Jacobs | 719.95 |
| 85-CC-0951 | Bozell and Jacobs | 240.86 |
| 85-CC-0953 | Bozell and Jacobs | 210.00 |
| 85-CC-0954 | Bozell and Jacobs | 185.00 |
| 85-CC-0957 | Bozell and Jacobs | 114.21 |
| 85-CC-0958 | Bozell and Jacobs | 105.54 |
| 85-CC-0963 | Waltrip, Russ | 10.76 |
| 85-cc-0964 | Carey's Furniture Co., Inc. | 16,330.00 |
| 85-CC-0985 | Executone Communications | 1,400.61 |
| 85-CC-0995 | Chen, Felix K., Assoc., Ltd. | 34.98 |
| 85-CC-0997 | Illini Supply, Inc. | 621.07 |
| 85-CC-0998 | Illini Supply, Inc. | 309.94 |
| 85-CC-0999 | McDonough District Hospital | 309.51 |
| 85-CC-1004 | Community Support Services | 81.90 |
| 85-cc-1019 | General Electric | 16,950.00 |
| 85-CC-1039 | Donoghue, Robert J. | 1,225.00 |
| 85-CC-1040 | Donoghue, Robert J. | 2,160.00 |
| 85-CC-1065 | Smith, Margaret | 100.00 |
| 85-CC-1074 | Kelly, Jonathan, M.D. | 8,033.00 |
| 85-CC-1081 | Centre Properties | 3,470.39 |
| 85-CC-1088 | Vandenberg Ambulance | 539.00 |
| 85-CC-1105 | Chicago, University of, Medical Center | 4,228.35 |
| 85-CC-1118 | Moore Business Forms | 37,461.44 |
| 85-CC-1122 | Thonet Industries, Inc. | 20,981.24 |
| 85-CC-1137 | Interior Technicians | 7,094.62 |
| 85-CC-1149 | Medical Practice Plan | 152.00 |
| 85-CC-1161 | Lutheran Child & Family Service | 1,662.52 |
| 85-CC-1174 | Malen, Paul G., D.O. | 20.50 |
| 85-CC-1175 | Efrusy, Mark, D.O. | 23.10 |
| 85-CC-1182 | Xerox | 6,193.29 |
| 85-cc-1183 | Xerox | 2,236.04 |
| 85-CC-1186 | Xerox | 826.41 |
| 85-CC-1190 | Xerox | 137.74 |
| 85-cc-1191 | Ries, Michael, Dr. | 125.00 |
| 85-CC-1209 | Karlman, Roberta, M.D. | 312.00 |
| 85-cc-1223 | Kewanee, City of | 990.62 |
| 85-cc-1230 | Bruns Standard | 12.00 |
| 85-CC-1231 | Suburban Heights Medical Center | 100.50 |

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| 85-CC-1237 | Raffensperger, John, M.D. | 480.00 |
| 85-CC-1244 | Corrections Department, Illinois Correctional Industries | 2,180.00 |
| 85-CC-1258 | G S K Medical Center Pharmacy | 27.10 |
| 85-CC-1261 | Levin, David S., Psy.D. | 420.00 |
| 85-CC-1275 | McKinley Community Services | 1,868.49 |
| 85-CC-1278 | Rodriguez, Jose C., M.D. | 10.50 |
| 85-CC-1282 | Family Care Services of Metro Chicago | 37,837.51 |
| 85-CC-1299 | Western Michigan University | 9,571.10 |
| 85-CC-1301 | DeHaan, Marvin R., d/b/a Midwest Diversified Service | 1,870.00 |
| 85-CC-1302 | Metpath, Inc. | 46.00 |
| 85-CC-1304 | Carreira, Rafael, M.D. | 336.00 |
| 85-CC-1307 | Reese, Michael, Hospital | 1,258.00 |
| 85-CC-1308 | Reese, Michael, Hospital | 300.00 |
| 85-CC-1322 | Avcioglu, Dilaver, Estate of | 10.50 |
| 85-CC-1328 | Figueras, Rosalino T., M.D. | 66.50 |
| 85-CC-1352 | Copier Duplicator Specialist | 36.45 |
| **85-CC-1359** | **Reese, Michael, Hospital & Medical Center** | 74.00 |
| 85-CC-1360 | Reese, Michael, Hospital & Medical Center | 59.00 |
| 85-CC-1365 | Dela Torre, Charito M., M.D. | 149.00 |
| 85-CC-1366 | Dela Torre, Charito M., M.D. | 111.50 |
| 85-CC-1367 | Dela Torre, Charito M., M.D. | 24.50 |
| 85-CC-1369 | Dela Torre, Charito M., M.D. | 12.00 |
| 85-CC-1370 | Dela Torre, Charito M., M.D. | 12.00 |
| 85-CC-1371 | Dela Torre, Charito M., M.D. | 12.00 |
| 85-CC-1372 | Dela Torre, Charito M., M.D. | 11.50 |
| 85-CC-1379 | 3M | 1,894.70 |
| 85-CC-1391 | Carey's Furniture Co., Inc. | 4,632.00 |
| **85-CC-1399** | Bozell **&Jacobs** | **2,410.45** |
| 85-CC-1413 | Simms, Sharon, Dr. | 145.00 |
| 85-CC-1414 | Simms, Sharon, Dr. | 145.00 |
| 85-CC-1415 | Simms, Sharon, Dr. | 145.00 |
| 85-CC-1418 | Reese, Michael, Hospital & Medical Center | 370.00 |
| 85-CC-1419 | Reese, Michael, Hospital & Medical Center | 370.00 |
| 85-CC-1431 | Johnson, Geraldine | 2,500.00 |
| 85-CC-1432 | Roscor Corp. | 4,500.00. |
| 85-CC-1437 | Werner, James C., Jr. | 254.47 |
| 85-CC-1445 | Central Baptist Children's Home | 8,357.44 |
| 85-CC-1455 | Northwestern Memorial Hospital | 500.00. |
| 85-CC-1460 | McKay, jacquelyne | 176.50 |

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| 85-CC-1465 | Schaffner, Carol Ann | 4,912.87 |
| 85-CC-1466 | Carpenter's Wrecker Service | 179.80 |
| 85-CC-1467 | Adelman, Joan **E.** | 42.40 |
| 85-CC-1488 | Paxton, Marian | 341.00 |
| 85-CC-1491 | Reese, Michael, Hospital | 1,776.00 |
| 85-CC-1496 | Chicago University Medical Center | 1,092.50 |
| 85-CC-1507 | Mercy Hospital | 3,607.02 |
| 85-CC-1514 | Dictaphone Corp. | 75.00 |
| 85-CC-1574 | McGuire's Reporting Services | . 559.25 |
| 85-CC-1577 | McGuire's Reporting Services | 310.10 |
| 85-CC-1584 | Causes | 775.19 |
| 85-CC-1596 | Chicago Steel Tape | 416.00 |
| 85-CC-1598 | Martonffy, Denes, M.D. | 32.00 |
| 85-CC-1599 | Howarter, Kay | 40.00 |
| 85-CC-1602 | Family Service & Mental Health Center of South Cook County | 180.00 |
| 85-CC-1603 | Family Service & Mental Health Center of South Cook County | 225.00 |
| 85-CC-1604 | Chicago Title & Trust, as Trustee under Land Trust #48895 dated 12-28-65 | 2,078.36 |
| 85-CC-1605 | Chicago Title & Trust, as Trustee under Land Trust #48895 dated 12-28-65 | 2,040.15 |
| 85-CC-1610 | Domingo, D. **V.,** M.D. | 192.67 |
| 85-CC-1618 | Stevenson, George, M.D. | 143.00 |
| 85-CC-1619 | Masoud, Hemmati, M.D. | 14.75 |
| 85-CC-1629 | Ampsco, Inc. | 66.10 |
| 85-CC-1633 | Cole, Roger **B.,** M.D. | 293.00 |
| 85-CC-1638 | Lutheran Child & Family Services | 100.00 |
| 85-CC-1640 | Ingalls Memorial Hospital | 1,795.00 |
| 85-CC-1643 | Reese, Michael, Hospital | 82.00 |
| 85-CC-1645 | Reese, Michael, Hospital | 82.00 |
| 85-CC-1646 | Reese, Michael, Hospital | 157.00 |
| 85-CC-1647 | Reese, Michael, Hospital | 82.00 |
| 85-CC-1648 | Reese, Michael, Hospital | 82.00 |
| 85-CC-1649 | Reese, Michael, Hospital | 80.00 |
| 85-CC-1650 | Reese, Michael, Hospital | 53.00 |
| 85-CC-1651 | Reese, Michael, Hospital | 59.00 |
| 85-CC-1653 | Reese, Michael, Hospital . | 37.00 |
| 85-CC-1657 | Reese, Michael, Hospital | 20.95 |
| 85-CC-1663 | Glenkirk | 1,218.96 |
| 85-CC-1666 | Reimann, Charles **K.,** M.D. | 330.00 |

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|---|---|---|
| 85-CC-1667 | Lerner, Perry L., M.D. | 150.00 |
| 85-CC-1676 | Xerox | 492.23 |
| 85-CC-1678 | Xerox | 296.69 |
| 85-CC-1680 | Xerox | 174.89 |
| 85-CC-1684 | IBM | 103.00 |
| 85-CC-1693 | Kraus, I. Martin, D.O. | 730.00 |
| 85-CC-1696 | Henry County Health Department | 2,375.77 |
| 85-CC-1697 | Henry County Health Department | 640.00 |
| 85-CC-1701 | Vaughn, Joe, Ph.D. | 153.34 |
| 85-CC-1708 | Kinder Care #396 | 531.33 |
| 85-CC-1710 | Springfield Symphony Orchestra | 500.00 |
| 85-CC-1716 | Thelen Sand & Gravel | 39.42 |
| 85-CC-1717 | Midwest Fence | 2,328.00 |
| 85-CC-1721 | Central DuPage Hospital | 3,889.61 |
| 85-CC-1722 | Central DuPage Hospital | 331.83 |
| 85-CC-1730 | Loyola Medical Practice Plan | 153.00 |
| 85-CC-1732 | Will-DuPage Service Co. | 676.50 |
| 85-CC-1735 | Ceda, Inc. | 2,180.69 |
| **85-CC-1736** | **Castritsis, Peter E., D.D.S.** | 125.00 |
| 85-CC-1746 | Gould, Richard B. | 144.11 |
| 85-CC-1749 | Elmer's Service Co. | 109.00 |
| 85-CC-1776 | Standard Equipment & Supply | 472.54 |
| 85-CC-1778 | Muthukumaran, Kaliana | 28.90 |
| 85-CC-1785 | ITT Systems | 44.12 |
| 85-CC-1786 | Franciscan Medical Center | 1,342.98 |
| 85-CC-1788 | Savin Corp. | 2,111.00 |
| 85-CC-1789 | Reese, Michael, Hospital | 70.68 |
| 85-CC-1790 | Reese, Michael, Hospital | 82.00 |
| 85-CC-1801 | Associated Supply Co. | 120.00 |
| 85-CC-1810 | Smith, Donna E. | 21.00 |
| 85-CC-1818 | Community College Dist. 508 | 76.56 |
| 85-CC-1823 | Adults & Childrens Ortho. | 218.00 |
| 85-CC-1838 | Randolph County Coroner, Neil V. Birchler | 512.50 |
| 85-CC-1841 | Bozell & Jacobs | 6,651.35 |
| 85-cc-1842 | Bozell & Jacobs | 485.00 |
| 85-CC-1843 | Bozell &Jacobs | 281.50 |
| 85-CC-1862 | Drasil, Wanda Lee | 184.30 |
| 85-CC-1883 | Christopher Rural Health | 491.98 |
| 85-CC-1884 | Christopher Rural Health | 84.47 |
| 85-CC-1885 | Chancellor Datacom | 476.00 |
| 85-CC-1886 | Chancellor Datacom | 1,091.42 |

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| 85-CC-1892 | G & G Studios/Broadway Printing | 2,771.25 |
| 85-CC-1895 | Land of Lincoln Legal Assistance Foundation | 2,600.00 |
| 85-CC-1907 | 3M | 3,850.00 |
| 85-CC-1914 | Little City Foundation | 657.47 |
| 85-CC-1920 | Yampol, Hillel H. | 384.00 |
| 85-CC-1922 | Kummer, George & Beverly | 260.00 |
| 85-CC-1928 | Beck Meat Co. | 5,050.31 |
| 85-CC-1929 | Beck Meat Co. | 3,816.00 |
| 85-CC-1930 | Beck Meat Co. | 1,351.80 |
| 85-CC-1933 | Reese, Michael, Hospital | 636.00 |
| 85-CC-1940 | Greene County Health Department | 1,738.07 |
| 85-CC-1948 | Ben Franklin Insurance, Subrogee of | 13,043.17 |
| 85-CC-1953 | Stickney, Village of | 5,012.06 |
| 85-CC-1956 | Brodhead-Garrett Co. | 23.15 |
| 85-CC-1963 | NCR Corp. | 7,370.69 |
| 85-CC-1965 | Kendall, Doris | 68.00 |
| 85-CC-1966 | Simms, Sharon, Dr. | 145.00 |
| 85-CC-1968 | Massac Memorial Hospital | 27.20 |
| 85-CC-1970 | St. Therese Hospital | 2,294.10 |
| 85-CC-1972 | Riverside Radiologists | 65.50 |
| 85-CC-1975 | Prairie International Trucks | 600.03 |
| 85-CC-1977 | Modern Contract Furniture, Inc. | 37,901.00 |
| 85-CC-1980 | Modern Contract Furniture, Inc. | 1,304.00 |
| 85-CC-1981 | Modern Contract Furniture, Inc. | 895.00 |
| 85-cc-1983 | Bone and Joint Consultants | 1,375.00 |
| 85-cc-1984 | Penn, Thad W., M.D. | 822.36 |
| 85-CC-1990 | Sullivan Reporting Co. | 39.00 |
| 85-CC-1991 | H & S Tire and Auto, Inc. | 200.00 |
| 85-CC-1992 | Narusis, Stanley W. | 383.42 |
| 85-cc-1994 | Associated Anesthesiologists of Spfld., Ltd. | 88.00 |
| 85-CC-1995 | Proform, Inc. | 204.57 |
| 85-cc-1996 | Battle Creek Motel Corp. | 368.88 |
| 85-CC-1998 | Country Gas Co. | 237.50 |
| 85-cc-1999 | Country Gas Co. | 237.50 |
| 85-cc-2000 | Michael-Northwestern Limited | 292.39 |
| 85-CC-2008 | Central DuPage Hospital | 1,016.08 |
| 85-CC-2009 | Chicago Title & Trust #48895 | 3,850.00 |
| 85-cc-2011 | Carey's Furniture | 21,528.00 |
| 85-cc-2012 | Carey's Furniture | 2,340.00 |
| 85-CC-2013 | Cefs Econ. Opp. Corp. | 1,075.91 |
| 85-CC-2014 | Cefs Econ. Opp. Corp. | 124.56 |

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| 85-CC-2015 | Maninfior Court Reporting | 34.20 |
| 85-CC-2018 | Malin, Michael **F.** | 97.68 |
| 85-CC-2019 | Holiday Inn East | 82.08 |
| 85-cc-2020 | Library Petty Cash Fund | 13.06 |
| 85-CC-2022 | Pitney Bowes | 430.00 |
| 85-CC-2024 | State House Inn | 198.65 |
| 85-CC-2030 | Illinois Masonic Medical Center | 25.00 |
| 85-CC-2031 | Illinois Masonic Medical Center | 60.00 |
| 85-CC-2032 | Illinois Masonic Medical Center | 2,015.00 |
| 85-CC-2033 | Illinois Masonic Medical Center | (Paid under claim 85-CC-2032) |
| 85-CC-2034 | Illinois Masonic Medical Center | (Paid under claim 85-CC-2032) |
| 85-cc-2035 | Illinois Masonic Medical Center | (Paid under claim 85-CC-2032) |
| 85-CC-2036 | Illinois Masonic Medical Center | (Paid under claim 85-CC-2032) |
| 85-CC-2037 | Illinois Masonic Medical Center | (Paid under claim ***85-CC-2032)*** |
| 85-CC-2038 | Illinois Masonic Medical Center | (Paid under claim 85-CC-2032) |
| 85-CC-2039 | Illinois Masonic Medical Center | (Paid under claim 85-CC-2032) |
| 85-CC-2041 | Illinois Masonic Medical Center | (Paid under claim 85-CC-2032) |
| 85-CC-2042 | Illinois Masonic Medical Center | (Paid under claim 85-CC-2032) |
| 85-CC-2043 | Illinois Masonic Medical Center | (Paid under claim **85-CC-2032)** |
| 85-CC-2044 | Illinois Masonic Medical Center | (Paid under claim 85-CC-2032) |
| 85-CC-2045 | Illinois Masonic Medical Center | (Paid under claim 85-CC-2032) |
| 85-CC-2046 | Illinois Masonic Medical Center | (Paid under claim 85-CC-2032) |
| 85-CC-2047 | Illinois Masonic Medical Center | (Paid under claim 85-CC-2032) |
| 85-CC-2048 | Illinois Masonic Medical Center | (Paid under claim 85-CC-2032) |
| 85-CC-2049 | Illinois Masonic Medical Center | (Paid under claim 85-CC-2032) |

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| 85-CC-2050 | Illinois Masonic Medical Center | (Paid under claim 85-CC-2032) |
| 85-CC-2051 | Illinois Masonic Medical Center | (Paid under claim 85-CC-2032) |
| 85-CC-2052 | Illinois Masonic Medical Center | (Paid under claim 85-CC-2032) |
| 85-CC-2053 | Illinois Masonic Medical Center | (Paid under claim 85-CC-2032) |
| 85-CC-2054 | Illinois Masonic Medical Center | 15.00 |
| 85-CC-2055 | Illinois Masonic Medical Center | (Paid under claim 85-CC-2032) |
| 85-CC-2056 | Illinois Masonic Medical Center | (Paid under claim 85-CC-2032) |
| 85-CC-2057 | Illinois Masonic Medical Center | 25.00 |
| 85-CC-2058 | Illinois Masonic Medical Center | (Paid under claim 85-CC-2032) |
| 85-CC-2059 | Illinois Masonic Medical Center | (Paid under claim 85-CC-2032) |
| 85-CC-2060 | Illinois Masonic Medical Center | (Paid under claim 85-CC-2032) |
| 85-CC-2062 | Illinois Masonic Medical Center | 13.00 |
| 85-CC-2063 | Illinois Masonic Medical Center | (Paid under claim 85-CC-2032) |
| 85-CC-2064 | Illinois Masonic Medical Center | 10.50 |
| 85-CC-2065 | Illinois Masonic Medical Center | 6.00 |
| 85-CC-2066 | Illinois Masonic Medical Center | 25.00 |
| 85-CC-2067 | Illinois Masonic Medical Center | 25.00 |
| 85-CC-2068 | Illinois Masonic Medical Center | 25.00 |
| 85-CC-2069 | Illinois Masonic Medical Center | 11.50 |
| 85-CC-2070 | Illinois Masonic Medical Center | 2.00 |
| 85-CC-2071 | Illinois Masonic Medical Center | 12.00 |
| 85-CC-2072 | Illinois Masonic Medical Center | 2.00 |
| 85-CC-2073 | Illinois Masonic Medical Center | 12.00 |
| 85-CC-2074 | Illinois Masonic Medical Center | 12.00 |
| 85-CC-2075 | Illinois Masonic Medical Center | 12.00 |
| 85-CC-2076 | Illinois Masonic Medical Center | 12.00 |
| 85-CC-2077 | Illinois Masonic Medical Center | 2.00 |
| 85-CC-2078 | Illinois Masonic Medical Center | 12.00 |
| 85-CC-2079 | Illinois Masonic Medical Center | 12.00 |
| 85-CC-2080 | Illinois Masonic Medical Center | 2.00 |
| 85-CC-2081 | Illinois Masonic Medical Center | 12.00 |

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| 85-CC-2083 | Illinois Masonic Medical Center | 12.00 |
| 85-CC-2090 | Hinsdale Sanitarium & Hospital | 12,545.69 |
| 85-CC-2096 | Selective Construction | 5,570.90 |
| 85-CC-2098 | Coal Belt Fire Equipment | 1,546.80 |
| 85-CC-2101 | Marc Center | 930.00 |
| 85-CC-2109 | Retina Consultants | 195.00 |
| 85-CC-2113 | LaRabida Children's Hospital | 7,194.20 |
| 85-CC-2115 | Hankinson Lumber & Supply | 7.80 |
| 85-CC-2121 | Kaegi, Charles E., M.D. | 435.00 |
| 85-CC-2122 | Corson, Rodney E., M.D. | 48.00 |
| 85-cc-2123 | Doyle Plumbing & Heating | 110.70 |
| 85-CC-2127 | Sertoma Job Training Center | 5,924.97 |
| 85-CC-2138 | Amoco Oil Co. | 327.42 |
| 85-CC-2139 | St. Clair County | 60.00 |
| 85-CC-2140 | St. Clair County | 38.52 |
| 85-CC-2175 | Medical Group | 1,070.00 |
| 85-CC-2176 | Maryville Academy | 4,207.32 |
| 85-CC-2177 | Maryville Academy | 1,088.36 |
| 85-CC-2178 | Maryville Academy | 637.23 |
| 85-CC-2181 | Production Supplies | 19.40 |
| 85-CC-2185 | Erlin, Hime Assoc. | 12,426.40 |
| 85-CC-2186 | Catholic Social Services | 4,994.95 |
| 85-CC-2193 | Guardian Angel Home | 6,147.10 |
| 85-CC-2198 | Goodyear Tire & Rubber | 1,081.62 |
| 85-CC-2199 | Goodyear Tire & Rubber | 626.94 |
| 85-CC-2200 | Goodyear Tire & Rubber | 233.76 |
| 85-CC-2201 | Goodyear Tire & Rubber | 38.96 |
| 85-CC-2203 | Green, Kenneth O., M.D. | 170.00 |
| 85-CC-2204 | Family Service & Mental Health Center of South Cook Co. | 107.50 |
| 85-CC-2205 | Advanced Exterminating Services | 134.00 |
| 85-CC-2207 | Corrections, Dept. of, Correctional Industries | 32.70 |
| 85-CC-2208 | Corrections, Dept. of, Correctional Industries | 26.50 |
| 85-CC-2211 | Evanston Hospital | 15,862.70 |
| 85-CC-2214 | Weiss Memorial Hospital | 2,730.15 |
| 85-CC-2217 | St. James Hospital | 1,125.57 |
| 85-CC-2226 | Damera, Bhaskar Rao, M.D. | 14,210.00 |
| 85-CC-2232 | Aurora Visiting Nurse Assn. | 640.47 |
| 85-CC-2239 | Datronics, Inc. | 440.00 |

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| 85-CC-2240 | Ficaro, Michael A. | 219.17 |
| 85-CC-2241 | Dolan, James E., D.D.S. | 167.00 |
| 85-CC-2242 | Easter Seal Rehabilitation Center | 736.00 |
| 85-CC-2243 | Patterson, Alfred & Edith | 497.36 |
| 85-CC-2246 | Marshall Supply Co. | 72.72 |
| 85-CC-2248 | Dostal, Edward F. | 169.00 |
| 85-CC-2250 | Kinder Care Learning Center 529 | 1,327.03 |
| 85-CC-2254 | Midwest Athletic Equipment | 108.75 |
| 85-CC-2256 | Rehabilitation Institute | 2,865.28 |
| 85-CC-2258 | S & S Builders Hardware | 96.94 |
| 85-CC-2259 | Funkenbusch, Roger D. | 1,895.77 |
| 85-CC-2260 | Wayne, Ralph | 32.00 |
| 85-CC-2262 | Upjohn Healthcare Services | 380.00 |
| 85-CC-2267 | Myers, Lydia | 188.67 |
| 85-CC-2268 | Interroyal Corp. | 1,309.44 |
| 85-CC-2269 | Pamuk, Ozhan, M.D. | 230.00 |
| 85-CC-2272 | VWR Scientific | 781.70 |
| 85-CC-2273 | Mason County Health Department | 290.49 |
| 85-CC-2276 | Wolverine World Wide | 28.73 |
| 85-CC-2277 | Sun Refining & Marketing | 82.00 |
| 85-CC-2281 | Sears, Roebuck | 830.00 |
| 85-CC-2282 | Colonial Baking Co. | 803.40 |
| 85-CC-2283 | Shepard's/McGraw-Hill | 270.00 |
| 85-CC-2284 | Passavant Area Hospital | 104.40 |
| 85-cc-2285 | Lakeview Medical Center | 586.50 |
| 85-CC-2287 | John De Chevy-Olds | 260.62 |
| 85-CC-2288 | Beatrice Foods | 264.00 |
| 85-CC-2292 | NCR Corp. | 683.00 |
| 85-cc-2299 | D & L Office Furniture | 4,320.00 |
| 85-cc-2300 | Luther, Martin, Home | 1,413.10 |
| 85-CC-2301 | Peoria Assn. for Retarded Citizens | 130.98 |
| 85-cc-2302 | Howard Uniform Co. | 2,079.00 |
| 85-CC-2304 | Howard Uniform Co. | 2,853.90 |
| 85-CC-2305 | Howard Uniform Co. | 1,483.71 |
| 85-CC-2308 | O'Herron, Ray, Co. | 4,883.00 |
| 85-cc-2309 | O'Herron, Ray, Co. | 4,100.00 |
| 85-cc-2310 | O'Herron, Ray, Co. . | 2,619.50 |
| 85-cc-2311 | OHerron, Ray, Co. | 1,857.00 |
| 85-CC-2312 | O'Herron, Ray, Co. | 675.00 |
| 85-CC-2313 | O'Herron, Ray, Co. | 336.00 |
| 85-CC-2314 | Illini Supply | 4,452.00 |

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| 85-CC-2318 | IBM | 840.00 |
| 85-CC-2319 | Panchal, Kanu K., M.D. | 534.50 |
| 85-CC-2320 | Daybridge Learning Center | 229.53 |
| 85-CC-2321 | Highsmith Co. | 436.33 |
| 85-CC-2322 | IBM | 165.00 |
| 85-CC-2323 | Will-DuPage Service Co. | 3,037.14 |
| 85-CC-2324 | Airco Welding Supply | 58.73 |
| 85-CC-2325 | Airco Welding Supply | 48.00 |
| 85-CC-2326 | Airco Welding Supply | 30.00 |
| 85-CC-2330 | Air Illinois | 350.00 |
| 85-CC-2332 | Air Illinois | 100.00 |
| 85-CC-2334 | Air Illinois | 70.00 |
| 85-CC-2335 | Air Illinois | 140.00 |
| 85-CC-2336 | Air Illinois | 140.00 |
| 85-CC-2343 | Air Illinois | 57.00 |
| 85-CC-2344 | Air Illinois | 21.00 |
| 85-CC-2348 | Pitney Bowes | 208.65 |
| 85-CC-2349 | Pitney Bowes | 203.22 |
| **85-CC-2351** | Travenol Labs | **1,618.68** |
| 85-CC-2352 | Broadway Sales & Service | 60.50 |
| 85-CC-2353 | Brewer, T. E., M.D. | 57.00 |
| 85-CC-2354 | Geist, James **H.,** M.D. | 15.00 |
| 85-CC-2355 | Geist, James **H.,** M.D. | 100.00 |
| 85-cc-2357 | IBM | 400.00 |
| 85-CC-2360 | White, Frank E. | 561.08 |
| 85-CC-2361 | White, Frank E. | 60.00 |
| 85-CC-2362 | Tree Towns Clinical Lab | 25.00 |
| 85-CC-2363 | Tree Towns Clinical Lab | 25.00 |
| 85-CC-2364 | Gillman, Carolyn | 13.03 |
| 85-CC-2366 | Glenkirk | 399.36 |
| 85-CC-2369 | Reese, Michael, Hospital | 1,500.00 |
| 85-CC-2370 | Reese, Michael, Hospital | 550.00 |
| 85-CC-2373 | Coghlan, Michael P. | 190.83 |
| 85-CC-2374 | Herron, Gertrude | 18.19 |
| 85-CC-2378 | Purolator Courier | 2,807.20 |
| 85-cc-2379 | Guschwan, Andrew F., M.D. | 3,600.00 |
| 85-CC-2382 | Monroe Truck Equipment | 800.00 |
| 85-CC-2383 | 4th St. Auction | 1,298.00 |
| 85-CC-2384 | Warning Lites **of** Illinois | 9,919.50 |
| 85-cc-2391 | Monroe Truck Equipment | 195.00 |
| 85-CC-2392 | Snider, Louis, D.D.S. | 715.00 |

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| 85-CC-2396 | Todd Corp. | 94.63 |
| 85-CC-2404 | St. Francis Medical Center | 933.32 |
| 85-CC-2405 | St. Francis Medical Center | 269.50 |
| 85-CC-2406 | Hertz Corp. | 340.03 |
| 85-CC-2408 | Hillside Holiday Inn | 276.50 |
| 85-CC-2410 | 3M | 107.96 |
| 85-CC-2412 | Dobbs, Larry C., M.D. | 942.00 |
| 85-CC-2413 | Sears, Roebuck | 288.00 |
| 85-CC-2414 | Hillside Holiday Inn | 258.17 |
| 85-CC-2415 | Toor, Mohammad A., M.D. | 150.00 |
| 85-CC-2416 | Holiday Inn, Findlay, Ohio | 240.00 |
| 85-CC-2418 | Econo-Car | 438.10 |
| 85-CC-2419 | Econo-Car | 145.60 |
| 85-CC-2420 | Air Services Co. | 866.06 |
| 85-CC-2421 | Northern Telecom/Spectron Div. | 1,820.46 |
| 85-cc-2422 | Lipscomb, Emmie | 100.00 |
| 85-CC-2431 | St. Joseph Hospital | 355.00 |
| 85-cc-2439 | Goodyear Tire & Rubber | 234.48 |
| 85-CC-2440 | Thomas Plumbing & Heating | 872.39 |
| 85-CC-2441 | Corrections Dept. | 14.51 |
| 85-CC-2442 | McKinley, Ada S., Community Services | 4,786.24 |
| 85-cc-2445 | Mt. Vernon, City of | 1,219.47 |
| 85-cc-2447 | Delaney Head & Neck Clinic | 119.00 |
| 85-CC-2448 | Misericordia Home North | 11,426.38 |
| 85-cc-2449 | Callahan, Nancy J. | 31.00 |
| 85-CC-2450 | Howard Uniform | 55.00 |
| 85-CC-2454 | ASC Medi-Car Service | 103.00 |
| 85-CC-2455 | Hoopeston Community Memorial Hospital | 345.00 |
| 85-CC-2456 | Thompson, Patricia C. | 760.00 |
| 85-CC-2457 | Kling, Timothy G., M.D. | 225.00 |
| 85-CC-2458 | Jewel Food Stores #114 | 195.86 |
| 85-CC-2459 | OSP Management Corp. | 21.60 |
| 85-CC-2463 | Howard Uniform | 8,360.00 |
| 85-cc-2464 | Howard Uniform | 8,250.00 |
| 85-CC-2466 | Northwestern University | 41,939.74 |
| 85-CC-2467 | Eshelman, Mary P. | 119.52 |
| 85-CC-2468 | Olysav, David J., M.D. | 85.20 |
| 85-CC-2471 | Lindgren, Ernest M. | 305.00 |
| 85-cc-2474 | Nordahl, David L., M.D. | 48.00 |
| 85-CC-2476 | Lanier Business Products | 4,240.83 |
| 85-CC-2477 | Misericordia Home South | 38.80 |

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| 85-CC-2478 | Watson, Calvin, Inc. | 135.95 |
| 85-CC-2479 | Columbia Pipe & Supply | 522.00 |
| 85-CC-2480 | Rockford Auto Glass | 38.85 |
| 85-CC-2481 | Killian, Robert | 38.00 |
| 85-CC-2482 | Constable Equipment | 198.72 |
| 85-CC-2483 | Neenah Foundry | 3,425.00 |
| 85-cc-2485 | Marine Bank of Springfield | 311.00 |
| 85-CC-2489 | Exxon Office Systems | 1,325.00 |
| 85-cc-2490 | Exxon Office Systems | 1,325.00 |
| 85-CC-2492 | Exxon Office Systems | 265.00 |
| 85-CC-2493 | Exxon Office Systems | 265.00 |
| 85-CC-2497 | Exxon Office Systems | 636.00 |
| 85-cc-2499 | Exxon Office Systems | 636.00 |
| 85-CC-2501 | Exxon Office Systems | 636.00 |
| 85-CC-2504 | Exxon Office Systems | 636.00 |
| 85-CC-2505 | Exxon Office Systems | 636.00 |
| 85-CC-2508 | Exxon Office Systems | 318.00 |
| 85-CC-2512 | Exxon Office Systems | 318.00 |
| **85-CC-2513** | **Exxon** Office Systems | **318.00** |
| 85-CC-2514 | Exxon Office Systems | 318.00 |
| 85-CC-2515 | Exxon Office Systems | 318.00 |
| 85-CC-2516 | Exxon Office Systems | 159.00 |
| 85-CC-2517 | Exxon Office Systems | 100.00 |
| 85-cc-2520 | Exxon Office Systems | 25.00 |
| 85-cc-2522 | Mayfair Supply | 3,264.00 |
| 85-CC-2523 | Church, Frederick W., M.D. | 50.00 |
| 85-cc-2524 | Lyddon, Donald W., M.D. | 30.00 |
| 85-CC-2525 | Alhambra Oil Co. | 393.70 |
| 85-CC-2526 | Resurrection Hospital | 796.00 |
| 85-CC-2527 | Rehabilitation Institute | 7,868.00 |
| 85-CC-2528 | Bullard Safety | 1,057.16 |
| 85-CC-2529 | Amoco Oil Co. | 244.02 |
| 85-CC-2530 | Visually Handicapped Managers of Illinois, Inc. | 1,256.60 |
| 85-cc-2540 | Regents, Board of, Regency Universities | 4,588.85 |
| 85-CC-2543 | Duro-Test Corp. | 306.62 |
| 85-CC-2546 | Comcast Sound Communications, Inc. | 292.40 |
| 85-cc-2547 | Luther, Martin, Home | 378.64 |
| 85-CC-2548 | Luther, Martin, Home | 146.56 |
| 85-CC-2553 | Loretto Hospital | 23,079.90 |
| 85-CC-2554 | Howard Uniform Co. | 2,090.00 |

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| 85-CC-2555 | NCR Corp. | 6,200.00 |
| 85-CC-2556 | Illinois Department of Public Aid | 15.00 |
| 85-CC-2557 | Central Illinois Medicare Equipment & Supply, Inc. | 831.52 |
| 85-CC-2559 | Walker Tire Store | 76.55 |
| 85-CC-2560 | Nauman, Arlene | 26.43 |
| 85-CC-2561 | Buss Moving & Storage | 1,287.07 |
| 85-CC-2562 | Human Resources Center of Edgar & Clark Counties | 818.96 |
| 85-CC-2564 | BCMW Community Services | 200.59 |
| 85-CC-2565 | BCMW Community Services | 109.90 |
| 85-CC-2566 | Benson's Maytag | 83.75 |
| 85-CC-2569 | Fuller Brothers Construction | 14,262.00 |
| 85-CC-2571 | Suburban Heights Medical Center | 44.00 |
| 85-CC-2572 | Hewlett Packard | 900.00 |
| 85-CC-2573 | Howard Uniform | 495.00 |
| 85-CC-2574 | Morris, Paul M., M.D. | 240.00 |
| 85-CC-2575 | Berlex Laboratories | 68.40 |
| 85-CC-2576 | Danaher, Thomas J., M.D. | 50.00 |
| 85-CC-2577 | Howard Uniform | 5,060.00 |
| 85-CC-2579 | Means Services | 169.50 |
| 85-CC-2581 | Devon Morseview Drugs | 216.99 |
| 85-CC-2589 | Healthco Krause Dtl Supply | 70.00 |
| 85-CC-2591 | Federal Laboratories, Inc. | 812.50 |
| 85-CC-2592 | Shelby County Mental Health & Rehabilitation Center | 992.40 |
| 85-CC-2593 | Metro Reporting Service, Ltd. | 206.25 |
| 85-cc-2594 | Friedeck, James R., D.D.S. | 20.00 |
| 85-CC-2595 | Houston Patterson | 9,450.00 |
| 85-CC-2596 | Skokie Truck Repair, Inc. | 360.68 |
| 85-CC-2597 | Kurlinkus, Donna J. | 155.32 |
| 85-CC-2598 | Knickerbocker Roofing & Paving Co., Inc. | 49,999.00 |
| 85-CC-2599 | Howard Uniform | 1,512.00 |
| 85-CC-2603 | Goodyear Tire & Rubber Co. | 41.61 |
| 85-CC-2605 | Green, Bertha J. | 37.72 |
| 85-CC-2606 | Commonwealth Edison Co. | 1,065.01 |
| 85-CC-2607 | Central Telephone Co. | 1,408.00 |
| 85-CC-2608 | Tirapelli-Emich Ford, Inc. | 507.28 |
| 85-CC-2609 | Tirapelli-Emich Ford, Inc. | 137.31 |
| 85-CC-2610 | General Electric | 387.00 |
| 85-CC-2611 | Lawyers Co-op Publishing | 283.60 |

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| 85-CC-2612 | Hayward, Michael D., D.D.S. | 490.00 |
| 85-CC-2615 | Xerox | 419.40 |
| 85-CC-2616 | Union County Hospital District | 1,689.24 |
| 85-CC-2628 | Howard Uniform | 55.00 |
| 85-CC-2629 | Katele, Elvyra H., M.D. | 150.00 |
| 85-CC-2634 | Bethany Home | 773.04 |
| 85-CC-2635 | Blare House | 1,883.58 |
| 85-CC-2641 | BroMenn Healthcare | . 2,614.85 |
| 85-CC-2643 | Interstate Supply | 101.56 |
| 85-CC-2644 | Bozell & Jacobs | 850.00 |
| 85-CC-2645 | Bozell &Jacobs | 47.60 |
| 85-CC-2646 | Bozell & Jacobs | 39.10 |
| 85-CC-2648 | Lanier Business Products | 1,805.48 |
| 85-CC-2649 | General Electric | 910.00 |
| 85-CC-2652 | Southern Illinois University | 10,169.00 |
| 85-CC-2654 | Aurora Twp. Dial-A-Ride | 67.50 |
| 85-CC-2655 | Federal Express | 54.00 |
| 85-CC-2659 | Berry Bearing Co. | 98.66 |
| **85-CC-2660** | PTE-Power Transmission Equipment | 74.40 |
| 85-CC-2661 | Nabih's, Inc. | 82.00 |
| 85-CC-2662 | Wilkins Pipe & Supply | 39.72 |
| 85-CC-2663 | Ingalls Memorial Hospital | 356.45 |
| 85-CC-2664 | Ingalls Memorial Hospital | 51.00 |
| 85-CC-2668 | Abbey Medical | 5,291.18 |
| 85-CC-2671 | Aid to Retarded Citizens | 1,551.00 |
| 85-CC-2672 | Arf Landfill | 319.75 |
| 85-CC-2673 | Capitol Reporting Service | 40.00 |
| 85-CC-2676 | Federal Express | 12.00 |
| 85-CC-2677 | Sears, Roebuck | 168.84 |
| **85-CC-2678** | Kumeriah, Vasantha, M.D. | 71.00 |
| 85-CC-2681 | Hale Implement | 50.40 |
| 85-CC-2683 | Gordon, Herbert J., D.D.S. | 60.00 |
| 85-CC-2687 | American Laundry Machinery | 59,776.00 |
| 85-CC-2688 | DeBush, John, M.D. | 240.00 |
| 85-CC-2693 | Kennedy, Lt. Joseph P., Jr., School | 881.99 |
| 85-CC-2694 | Schaumburg AMC | 28.00 |
| 85-CC-2695 | Sunshine Child Care Center, Inc. | 197.40 |
| 85-CC-2696 | Shields, Dorotha | 219.67 |
| 85-CC-2699 | Reich, Scott R. | 200.00 |
| 85-CC-2701 | Fisk, Isabel | 60.00 |
| 85-CC-2702 | Pernot, Robert D., M.D. | 83.00 |

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| 85-CC-2703 | St. Francis School | 765.04 |
| 85-CC-2704 | St. Francis School | 234.08 |
| 85-CC-2708 | Misericordia Home South | 16,432.58 |
| 85-CC-2710 | Misericordia Home North | 1,847.43 |
| 85-CC-2713 | Champaign Children's Home | 3,664.88 |
| 85-CC-2714 | Champaign Children's Home | 2,319.85 |
| 85-CC-2716 | Wontor's 4x4 Off Road Cntr. | 68.75 |
| 85-CC-2717 | McGuire's Reporting Service | 503.90 |
| 85-CC-2718 | McGuire's Reporting Service | 373.50 |
| 85-CC-2719 | McGuire's Reporting Service | 302.55 |
| 85-CC-2720 | McGuire's Reporting Service | 157.25 |
| 85-CC-2722 | McGuire's Reporting Service | 82.55 |
| 85-CC-2723 | McGuire's Reporting Service | 50.00 |
| 85-CC-2726 | M.R.S. Machinery | 402.40 |
| 85-CC-2727 | American Linen Supply | 669.17 |
| 85-CC-2728 | Efrusy, Mark, Dr. | 168.00 |
| 85-CC-2729 | Buziak, Chester, Dr. | 84.00 |
| 85-CC-2730 | Feely, Richard, Dr. | 15.00 |
| 85-CC-2731 | Multack, Richard, Dr. | 36.00 |
| 85-CC-2732 | Bertrand, Paul V., Dr. | 35.00 |
| 85-CC-2733 | Bertrand, Paul V., Dr. | 35.00 |
| 85-CC-2736 | American Linen Supply | 1,281.86 |
| 85-CC-2741 | Allied/Fisher Scientific | 2,396.00 |
| 85-CC-2744 | Springfield Seminary Trust | 31,356.35 |
| 85-CC-2746 | Kroch's & Brentano's | 37.95 |
| 85-CC-2747 | Bamzai, Mohan L. | 29.00 |
| 85-CC-2748 | Carroll Seating | 1,868.00 |
| 85-CC-2750 | Bender, Matthew & Co. | 250.00 |
| 85-CC-2751 | Artlip & Sons | 1,461.98 |
| 85-CC-2752 | Lee's Garage | 37.62 |
| 85-CC-2755 | Cunningham, James | 69.00 |
| 85-CC-2756 | Touche Ross & Co. | 206,105.00 |
| 85-CC-2757 | Kopco | 4,558.28 |
| 85-CC-2759 | Illinois, University of | 4,415.00 |
| 85-CC-2760 | Illinois, University of | 1,139.00 |
| 85-CC-2761 | Illinois, University of | 312.26 |
| 85-CC-2762 | Illinois, University of | 594.00 |
| 85-CC-2763 | Illinois, University of | 561.50 |
| 85-CC-2764 | Illinois, University of | 550.00 |
| 85-CC-2766 | American Linen Supply | 818.76 |
| 85-CC-2767 | Parchment 'N Quill | 65.29 |

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|---|---|---|
| 85-CC-2768 | Grove School | 13,554.90 |
| 85-CC-2771 | Downes Body Shop | 241.00 |
| 85-CC-2772 | Stinnett, Alice M. | 300.00 |
| 85-CC-2774 | A-1 Mechanical Engineers | 9,551.00 |
| 85-CC-2775 | A-1 Mechanical Engineers | 1,859.20 |
| 85-CC-2776 | Medical Arts Clinic of Dixon | 287.25 |
| 85-CC-2777 | Southern Illinois Clinic | 609.00 |
| 85-CC-2778 | Stokes, James E., Jr. | 500.00 |
| 85-CC-2779 | Britt Airways | 96.00 |
| 85-CC-2780 | Britt Airways | 55.00 |
| 85-CC-2781 | Britt Airways | 51.00 |
| 85-CC-2782 | Britt Airways | 50.00 |
| 85-CC-2783 | Britt Airways | 48.00 |
| 85-CC-2786 | Chicago University Medical Center | 356.00 |
| 85-CC-2790 | AT&T Info Systems | 7,839.46 |
| 85-CC-2792 | AT&T Info Systems | 583.24 |
| 85-CC-2793 | AT&T Info Systems | 361.00 |
| 85-CC-2794 | AT&T Info Systems | 321.87 |
| 85-CC-2795 | AT&T Info Systems | 281.07 |
| 85-CC-2796 | AT&T Info Systems | 281.07 |
| 85-CC-2801 | AT&T Info Systems | 23.00 |
| 85-CC-2803 | Medical Arts Clinic of Dixon | 13.50 |
| 85-cc-2804 | Siksna, Ludmila, M.D. | 105.00 |
| 85-CC-2805 | Votrax, Inc. | 1,825.88 |
| 85-CC-2806 | Quinn Welding Supply | 55.50 |
| 85-CC-2808 | Larkin Home for Children | 3,792.70 |
| 85-CC-2811 | Triodyne, Inc. | 668.40 |
| 85-CC-2815 | Rolm Corp. | 492.50 |
| 85-CC-2816 | Method Office Machines | 180.00 |
| 85-CC-2818 | Nemeth, Joseph M., M.D. | 97.50 |
| 85-cc-2824 | St. James Hospital | 60.00 |
| 85-CC-2825 | Reuben & Proctor | 23,570.74 |
| 85-CC-2826 | Leigh Communications | 400.00 |
| 85-CC-2827 | Chow, James, Dr. | 50.00 |
| 85-CC-2828 | Steiner Electric | 263.24 |
| 85-CC-2831 | St. Anthony Hospital | 3,093.93 |
| 85-CC-2834 | Moss, Gregory, Dr. | 22.00 |
| 85-CC-2837 | Brandt, Ronald E. | 46.50 |
| 85-CC-2839 | Johnson, Robert R. | 459.04 |
| 85-cc-2840 | Corrections Dept. | 1,065.93 |
| 85-cc-2842 | Britt Airways | 216.00 |

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| 85-CC-2843 | Britt Airways | 138.00 |
| 85-CC-2844 | Britt Airways | 126.25 |
| 85-CC-2845 | Britt Airways | 96.00 |
| 85-CC-2846 | Britt Airways | 96.00 |
| 85-cc-2847 | Britt Airways | 90.00 |
| 85-CC-2848 | Britt Airways | 80.00 |
| 85-CC-2849 | Britt Airways | 46.00 |
| 85-CC-2850 | Britt Airways | 40.00 |
| 85-CC-2851 | Britt Airways | 33.00 |
| 85-CC-2868 | Mensheha, Oksana, M.D. | 100.00 |
| 85-CC-2871 | Meystel | 96.50 |
| 85-CC-2873 | Meystel | 56.25 |
| 85-CC-2874 | Meystel | 42.50 |
| 85-CC-2876 | Command Electronics | 73.77 |
| 85-CC-2877 | Southern Illinois University | 918.89 |
| 85-CC-2878 | Lake Land College | 362.50 |
| 85-CC-2880 | Taylor Chemical | 543.79 |
| 85-CC-2881 | St. James Hospital | 297.00 |
| 85-CC-2882 | Terry's Lincoln-Mercury | 265.60 |
| 85-CC-2893 | Hillier Storage & Moving | 190.00 |
| 85-cc-2894 | Shore Sales Co. | 163.10 |
| 85-CC-2896 | McNulty, Carrie | 535.50 |
| 85-CC-2897 | City Water, Light & Power | 14,899.26 |
| 85-CC-2900 | Lipschutz, Harold, M.D. | 110.00 |
| 85-CC-2904 | Illinois State University | 1,071.00 |
| 85-CC-2905 | Illinois State University | 204.25 |
| 85-CC-2917 | Reece Corp. | 1,955.00 |
| 85-CC-2918 | Warren Chevrolet, Chrysler, Plymouth | 83.39 |
| 85-CC-2921 | Moore, Thomas J., M.D. | 31.00 |
| 85-CC-2922 | Gnade, G. R., Jr., M.D. | 141.50 |
| 85-CC-2923 | Gnade, G. R., Jr., M.D. | 120.00 |
| 85-CC-2924 | Gnade, G. R., Jr., M.D. | 104.00 |
| 85-CC-2925 | Gnade, G. R., Jr., M.D. | 83.40 |
| 85-CC-2926 | Gnade, G. R., Jr., M.D. | 59.00 |
| 85-CC-2927 | Gnade, G. R., Jr., M.D. | 6.50 |
| 85-CC-2928 | Warren Radio | 108.00 |
| 85-CC-2930 | Allison Assoc. | 185.00 |
| 85-CC-2932 | Opperman & Sons | 6,350.00 |
| 85-CC-2939 | Circle W Tractor & Equipment | 343.50 |
| 85-CC-2940 | Circle W Tractor & Equipment | 87.28 |
| 85-CC-2943 | Xerox | 1,109.46 |

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| 85-CC-2944 | Legal Assistance Foundation of Chicago | 3,874.00 |
| 85-CC-2947 | American Druggists' Insurance | 9,127.85 |
| 85-CC-2952 | Latta, J. S., Co. | 259.48 |
| 85-CC-2954 | Vulcan Distributors | 49.00 |
| 85-CC-2957 | St. James Hospital | 1,290.80 |
| 85-CC-2968 | George Alarm Co. | 152.00 |
| 85-CC-2971 | CONOCO | 17.41 |
| 85-CC-2972 | Macomb Clinic | 65.00 |
| 85-CC-2973 | Hannan, Roger W. | 273.60 |
| 85-CC-2976 | George Alarm Co. | 216.66 |
| 85-CC-2979 | Brown, Anthony L., M.D. | 937.70 |
| 85-CC-2980 | Ricoh Corp. | 154.01 |
| 85-CC-2981 | Ricoh Corp. | 75.00 |
| 85-CC-2986 | Goldline Laboratories | 249.00 |
| 85-CC-2988 | Little Friends, Inc. | 2,777.80 |
| 85-CC-2994 | St. James Hospital | 142.00 |
| 85-CC-2997 | Nastos, Gus | 448.00 |
| 85-CC-3003 | Gettleman, Joyce | 720.00 |
| 85-CC-3004 | St. Therese Hospital | 14,896.24 |
| 85-CC-3005 | Monmouth Highlanders | 125.00 |
| 85-CC-3006 | Macon County Rehab Facilities | 979.12 |
| 85-CC-3009 | Loyola University Medical Center | 13,536.65 |
| 85-CC-3013 | Loyola University Medical Center | 3,758.67 |
| 85-CC-3023 | Loyola University Medical Center | 15,410.43 |
| 85-CC-3028 | Ace Hardware | 816.90 |
| 85-CC-3029 | Lampley Electronics | 102.50 |
| 85-CC-3030 | Markwell, Dennis | 290.00 |
| 85-CC-3031 | Arrow Frame & Axle | 52.50 |
| 85-CC-3033 | Pitman-Moore | 1,082.87 |
| 85-CC-3034 | Crane, Patricia | 1,990.26 |
| 85-CC-3035 | Universal Firearms | 77.37 |
| 85-CC-3036 | Northwestern University | 1,347.32 |
| 85-CC-3037 | Maninfior Court Reporting | 14.00 |
| 85-CC-3039 | Towne Realty | 1,560.41 |
| 85-CC-3043 | Continental Telephone Co. | 466.70 |
| 85-CC-3044 | Joliff/Stephens Auto Glass | 173.27 |
| 85-CC-3046 | Handy, Edward | 28.36 |
| 85-CC-3047 | Graham, Ray/Fairwood School | 455.00 |
| 85-CC-3050 | Britt Airways | 40.00 |
| 85-CC-3051 | Britt Airways | 51.00 |
| 85-CC-3052 | Britt Airways | 53.00 |

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| 85-CC-3057 | Armco | 1,616.40 |
| 85-CC-3059 | Regalia Manufacturing | 65.06 |
| 85-CC-3062 | Easter Seal of Metro Chicago | 516.00 |
| 85-CC-3063 | Easter Seal of Metro Chicago | 64.00 |
| 85-CC-3064 | Easter Seal of Metro Chicago | 300.00 |
| 85-CC-3065 | Karoll's | 1,047.00 |
| 85-CC-3066 | Cohen, Harry, M.D. | 94.00 |
| 85-CC-3095 | Xerox | 1,875.87 |
| 85-CC-3096 | Xerox | 1,839.26 |
| 85-CC-3101 | Xerox | 567.71 |
| 85-CC-3103 | Xerox | 484.17 |
| 85-CC-3108 | Xerox | 121.26 |
| 86-CC-0001 | Britt Airways | 413.00 |
| 86-CC-0003 | Britt Airways | 55.00 |
| 86-CC-0004 | Britt Airways | 55.00 |
| 86-CC-0005 | Britt Airways | 51.00 |
| 86-CC-0008 | Britt Airways | 66.00 |
| 86-CC-0009 | Marklund Children's Hospital | 2,382.34 |
| 86-CC-0010 | St. Mary's Hospital | 45.00 |
| 86-CC-0011 | St. Therese Hospital | 199.10 |
| 86-CC-0012 | U.S. Steel, Cyclone Fence Div. | 10,500.00 |
| 86-CC-0014 | Tazewell County Health Department | 41.40 |
| 86-CC-0016 | Pitney Bowes | 3,271.34 |
| 86-CC-0018 | Jefferson, Annie | 2,059.46 |
| 86-CC-0019 | Keene, Linda S. | 75.21 |
| 86-CC-0021 | Coast to Coast Store | 232.67 |
| 86-CC-0023 | Illini Supply | 518.42 |
| 86-CC-0026 | Jackson Park Hospital | 1,659.15 |
| 86-CC-0029 | Kennedy, Joseph P., Jr., School | 1,513.67 |
| 86-CC-0031 | Mansfield Electric | 45.47 |
| 86-CC-0049 | Benson, D. | 65.00 |
| 86-CC-0050 | Konrad, Horst, M.D. | 1,310.00 |
| 86-CC-0052 | Kavaliunas, A., M.D. | 224.40 |
| 86-CC-0057 | Wetherell, James E., Custodian, Petty Cash Fund | 43.88 |
| 86-CC-0059 | Safety Kleen Corp. | 71.30 |
| 86-CC-0074 | Ingalls Memorial Hospital | 356.00 |
| 86-CC-0075 | Ingalls Memorial Hospital | 168.00 |
| 86-CC-0076 | Ingalls Memorial Hospital | 87.64 |
| 86-CC-0077 | Consumer Specialties Corp. | 682.10 |
| 86-CC-0078 | Labrador Auto Body | 317.21 |

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| 86-CC-0080 | Kottoor, Ravi, M.D. | 430.00 |
| 86-CC-0082 | Mitchell, William R. | 165.67 |
| 86-CC-0084 | Misericordia Home South | 38.80 |
| 86-CC-0085 | St. Francis School | 1,529.88 |
| 86-CC-0087 | Ravenswood Hospital | 1,564.68 |
| 86-CC-0088 | Ravenswood Hospital | 1,173.51 |
| 86-CC-0090 | Ravenswood Hospital | 605.92 |
| 86-CC-0091 | Shoss, M., M.D. | 50.00 |
| 86-CC-0092 | Touche Ross & Co. | 30,183.00 |
| 86-CC-0093 | Sertoma Center for Communicative Disorders | 1,130.00 |
| 86-CC-0095 | Grand Rapids Textile & Machinery | 10,500.00 |
| 86-CC-0096 | Lee, Lilian | 1,135.95 |
| 86-CC-0097 | Springfield Public Property Dept. | 9,690.32 |
| 86-CC-0101 | Suburban Heights Medical Center | 167.00 |
| 86-CC-0104 | Glenwood Medical Group | 210.00 |
| 86-CC-0105 | Kahn, Orville S. | 75.00 |
| 86-CC-0106 | Early Realty | 1,367.25 |
| 86-CC-0108 | Developmental Services Center | 16,570.79 |
| 86-CC-0109 | Good Samaritan Hospital | 324.45 |
| 86-CC-0110 | Good Samaritan Hospital | 313.98 |
| 86-CC-0111 | Good Samaritan Hospital | 313.98 |
| 86-CC-0112 | Vega Intern. Travel Service | 1,185.00 |
| 86-CC-0113 | American Hospital Co. | 561.38 |
| 86-CC-0115 | Oblinger, Walter L. | 234.37 |
| 86-CC-0116 | Aratex & Means Services | 58.10 |
| 86-CC-0117 | Children's Mercy Hospital | 721.60 |
| 86-CC-0118 | Ameritech Mobile Communications | 467.52 |
| 86-CC-0120 | Britt Airways | 440.00 |
| 86-CC-0122 | Britt Airways | 110.00 |
| 86-CC-0123 | Britt Airways | 95.00 |
| 86-CC-0124 | Britt Airways | 90.00 |
| 86-CC-0126 | Britt Airways | 132.00 |
| 86-CC-0131 | Britt Airways | 110.00 |
| 86-CC-0134 | Britt Airways | 234.00 |
| 86-CC-0135 | Britt Airways | 51.00 |
| 86-CC-0139 | Britt Airways | 51.00 |
| 86-CC-0140 | St. Joseph Hospital | 43,635.86 |
| 86-CC-0144 | Marathon Petroleum | 3,931.55 |
| 86-CC-0147 | County Court Reporters | 529.10 |
| 86-CC-0150 | St. Therese Hospital | 2,613.04 |

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| 86-CC-0151 | St. Therese Hospital | 653.26 |
| 86-CC-0152 | Evansville Plumbers Supply | 400.31 |
| 86-CC-0154 | P.D.Q. One Hour Photo | 124.60 |
| 86-CC-0156 | Paramont Electric Supply | 20.30 |
| 86-CC-0158 | Benson, Lilbern H. | 139.37 |
| 86-CC-0159 | Aid to Retarded Citizens | 394.08 |
| 86-CC-0160 | AAMED, Inc. | 9,901.50 |
| 86-CC-0161 | Springfield Anesthesia | 210.00 |
| 86-CC-0168 | Gnade, Gerard R., Jr., M.D. | 223.50 |
| 86-CC-0201 | Riverside Medical Center | 999.20 |
| 86-CC-0202 | Reliable Ambulance Service | 66.00 |
| 86-CC-0205 | Co-op Medical Systems | 14.05 |
| 86-CC-0209 | Poplar Bluff Regional Center | 720.55 |
| 86-CC-0214 | Shem Brothers Rustproofing | 250.00 |
| 86-CC-0215 | IBM Corp. | 75.10 |
| 86-CC-0219 | Ghogale, A., Dr. | 704.00 |
| 86-CC-0220 | Werner, Peter, Dr. | 345.00 |
| 86-CC-0223 | Dabek, Chester | 571.16 |
| 86-CC-0233 | Bowers, Connie J. | 1,000.00 |
| 86-CC-0239 | Peoria Journal Star | 840.00 |
| 86-CC-0245 | Reese, Michael, Physicians & Surgeons | 29.00 |
| 86-CC-0249 | Riverside Medical Center | 1,950.40 |
| 86-02-0262 | Sharma, B. D., M.D. | 850.00 |
| 86-CC-0263 | Paredes, August V. | 6.50 |
| 86-CC-0264 | Mt. Sinai Hospital | 4,188.35 |
| 86-CC-0265 | Mt. Sinai Hospital | 1,857.28 |
| 86-CC-0272 | Loyola University Medical Center | 225.50 |
| 86-CC-0276 | Lutheran Home | 1,214.49 |
| 86-CC-0277 | OJ Photo Supply | 198.56 |
| 86-CC-0278 | OJ Photo Supply | 7.00 |
| 86-CC-0280 | Kutty, Ahamed V.P., M.D. | 900.40 |
| 86-CC-0298 | Wiese Planning & Engineering, Inc. | 95.17 |
| 86-CC-0300 | Luther, Martin, Home | 83.88 |
| 86-CC-0302 | Swets, Gilbert | 4,487.83 |
| 86-CC-0310 | Graham, Ray, Association | 11,387.49 |
| 86-CC-0311 | Graham, Ray, Association | 302.32 |
| 86-CC-0312 | Graham, Ray, Association | 183.00 |
| 86-CC-0315 | Granville Medical Pharmacy | 74.31 |
| 86-CC-0320 | Ebenreiter Woodworking Co. | 92,218.25 |
| 86-CC-0321 | Ebenreiter Woodworking Co. | 5,825.05 |
| 86-CC-0322 | Ebenreiter Woodworking Co. | 5,825.00 |

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| 86-CC-0323 | Ebenreiter Woodworking Co. | 5,118.00 |
| 86-CC-0324 | Ebenreiter Woodworking Co. | 4,194.40 |
| 86-CC-0325 | Ebenreiter Woodworking Co. | 4,150.00 |
| 86-CC-0327 | Ebenreiter Woodworking Co. | 1,576.00 |
| 86-CC-0329 | Brandenburg, Lawrence E. | 500.00 |
| 86-CC-0331 | Papesh-Kuzma, Lilli | 892.50 |
| 86-CC-0335 | Thomas-Davis Clinic | 102.25 |
| 86-CC-0337 | Neurological Services of Belleville | 45.00 |
| 86-CC-0356 | St. Luke's Hospital | 3,561.25 |
| 86-CC-0359 | Purolater Courier | 163.38 |
| 86-CC-0360 | Strong Memorial Hospital | 568.96 |
| 86-CC-0364 | Adding Machine & Typewriter Sales | 67.50 |
| 86-CC-0369 | Brooks Enterprises | 290.56 |
| 86-CC-0371 | Detroit Stoker Co. | 8,753.15 |
| 86-CC-0372 | Great Plains Gas | 240.00 |
| 86-CC-0374 | Edelman, Daniel J., Inc. | 3,672.00 |
| 86-CC-0377 | Simms, Sharon, Dr. | 145.00 |
| 86-CC-0378 | Palmer, Rondald E., M.D. | 120.00 |
| 86-CC-0379 | Constable Equipment | 464.10 |
| 86-CC-0380 | Savin Corp. | 268.36 |
| 86-CC-0381 | Stiles Office & Art Supplies | 17.01 |
| 86-CC-0385 | Plascik, Mary A., M.D. | 185.00 |
| 86-CC-0427 | Luther, Martin, Home | 49.43 |
| 86-CC-0428 | McNamara Oil | 34.20 |
| 86-CC-0429 | McNamara Oil | 46.70 |
| 86-CC-0430 | McNamara Oil | 90.50 |
| 86-CC-0431 | McNamara Oil | 199.75 |
| 86-CC-0432 | McNamara Oil | 13.60 |
| 86-CC-0433 | Ker Supply | 27.50 |
| 86-CC-0434 | Leverenz Electric | 297.00 |
| 86-CC-0435 | Pine County, Minnesota | 270.00 |
| 86-CC-0437 | Northern Illinois Emergency Physicians | 12.00 |
| 86-CC-0447 | Community College Dist. 508 | 51.12 |
| 86-CC-0448 | Community College Dist. 508 . | 69.00 |
| 86-CC-0458 | Northland Medical Clinic | 42.00 |
| 86-CC-0461 | Central Furnace Supply | 44.50 |
| 86-CC-0462 | Arc Electric | 16,400.00 |
| 86-CC-0465 | South Shore Hospital | 60.00 |
| 86-CC-0466 | Covenant Children's Home & Family Services | 610.00 |
| 86-CC-0470 | Standard Stationery Supply | 44.25 |

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| 86-CC-0472 | Village Commons Bookstore | 99.63 |
| 86-CC-0473 | Tenney Sales | 207.00 |
| 86-CC-0474 | Mullangi, Rasan, M.D. | 475.00 |
| 86-CC-0475 | Bozell &Jacobs | 776.20 |
| 86-CC-0477 | Friedeck, James R. | 37.00 |
| 86-CC-0480 | Fahey Medical Center | 138.00 |
| 86-CC-0482 | Savin Corp. | 1,224.82 |
| 86-CC-0483 | Hupp, Irion, Hupp & Murrin, P.C. | 176.50 |
| 86-CC-0495 | Simack, John F., Jr. | 150.10 |
| 86-CC-0517 | UARCO, Inc. | 11,724.00 |
| 86-CC-0518 | Luther, Martin, Home | 1,214.00 |
| 86-CC-0524 | Corrections, Department **of** | 619.95 |
| 86-CC-0530 | Mirex Corp. | 208.00 |
| 86-CC-0531 | Petter, Henry **A.,** Supply Co. | 689.74 |
| 86-CC-0538 | Fruit Belt Service Co. | 1,440.06 |
| 86-CC-0539 | Community College Dist. 508 | 138.00 |
| 86-CC-0541 | Community College Dist. 508 | 743.00 |
| 86-CC-0546 | Stephen, Richard J., Dr. | 60.00 |
| 86-CC-0547 | Resurrection Hospital | 222.00 |
| 86-CC-0548 | Resurrection Hospital | 64.20 |
| 86-CC-0549 | Resurrection Hospital | 42.00 |
| 86-CC-0550 | Clearbrook Center | 18,048.05 |
| 86-CC-0551 | Midwest Furniture Outlet | 1,910.00 |
| 86-CC-0552 | Andersen, Arthur, & Co. | 767,653.00 |
| 86-CC-0554 | Mandel, Lipton & Stevenson | 1,996.00 |
| 86-CC-0561 | Xerox | 391.67 |
| 86-CC-0563 | Pirrello, Ronald L. | 375.00 |
| 86-CC-0566 | Cadagin, Robert W. | 90.06 |
| 86-CC-0567 | Savin Corp. | 178.64 |
| 86-CC-0569 | Henderson, Michelle | 90.00 |
| 86-CC-0570 | Graham, Ray, Association | 825.30 |
| 86-CC-0571 | McIntire, Cheryl R. | 45.50 |
| 86-CC-0573 | Miller, Bob P. | 1,670.65 |
| 86-CC-0575 | Aquino, C. S., M.D. | 248.00 |
| 86-CC-0579 | Cobo, Henry A. | 209.50 |
| 86-CC-0582 | Touche Ross & Co. | 68,004.00 |
| 86-CC-0584 | Copier Duplicator Specialist | 558.00 |
| 86-CC-0586 | Squires, Benjamin M. | 447.17 |
| 86-CC-0587 | Schwartz & Freeman | 102.90 |
| 86-CC-0588 | Telex Computer Products, Inc. | 72,732.55 |
| 86-CC-0589 | Havenar's Small Engine Service | 508.09 |

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| 86-CC-0590 | Northern Illinois Fence, Inc. | 4,707.00 |
| 86-CC-0591 | Mercy Hospital | 48,300.34 |
| 86-CC-0596 | Desks, Inc. | 788.28 |
| 86-CC-0597 | Shepard's/McGraw-Hill | 160.00 |
| 86-CC-0599 | Welch, Ronald G. | 75.00 |
| 86-CC-0600 | St. John's Hospital | 313.20 |
| 86-CC-0601 | Fisher, Judy Kay | 290.00 |
| 86-CC-0602 | Pantagraph Printing | 25,185.10 |
| 86-CC-0603 | Sisul, J. Jerome | 585.88 |
| 86-CC-0608 | Jabs, Carol | 65.00 |
| 86-CC-0609 | Luther, Martin, Home | 192.60 |
| 86-CC-0610 | Luther, Martin, Home | 28.90 |
| 86-CC-0611 | Riverside Radiologists | 11.00 |
| 86-CC-0612 | Thompson Electronics | 3,375.00 |
| 86-CC-0613 | Harris Corp. | 54,542.00 |
| 86-CC-0615 | Medical Arts Clinic of Dixon | 269.50 |
| 86-CC-0618 | Wood, John, Community College | 140.00 |
| 86-CC-0622 | Winthrop Harbor Fire Dept. | 600.00 |
| 86-CC-0628 | Stepp Manufacturing Co., Inc. | 13,000.00 |
| 86-CC-0629 | Stepp Manufacturing Co., Inc. | 13,000.00 |
| 86-CC-0630 | Stepp Manufacturing Co., Inc. | 13,000.00 |
| 86-CC-0631 | Aeroil Products Co., Inc. | 70,750.00 |
| 86-CC-0634 | Jenner and Block | 14,923.08 |
| 86-CC-0635 | Action Office Supply, Inc. | 595.22 |
| 86-CC-0636 | Choi, Dae Han, M.D. | 190.00 |
| 86-CC-0637 | Kara Co. | 277.50 |
| 86-CC-0638 | Gabriel & Assoc. | 245.00 |
| 86-CC-0639 | Stepp Manufacturing Co. | 12,750.00 |
| 86-CC-0640 | Hicks, Michael A. | 51.30 |
| 86-CC-0646 | SIU Carbondale | 654.50 |
| 86-CC-0647 | SIU Carbondale | 240.00 |
| 86-CC-0648 | SIU Carbondale | 197.00 |
| 86-CC-0649 | SIU Carbondale | 175.80 |
| 86-CC-0650 | East St. Louis State Community College | 3,015.00 |
| 86-CC-0651 | Northern Illinois Emergency Physicians | 162.00 |
| 86-CC-0652 | Gist-Brocades USA | 1,431.60 |
| 86-CC-0654 | Thornton Community College | 318.00 |
| 86-CC-0655 | Thornton Community College | 318.00 |
| 86-CC-0656 | Thornton Community College | 168.00 |
| 86-CC-0657 | Thornton Community College | 159.00 |
| 86-CC-0658 | Thornton Community College | 106.00 |

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| 86-CC-0659 | Thornton Community College | 79.50 |
| 86-CC-0660 | Thornton Community College | 79.50 |
| 86-CC-0661 | Center for Rehab & Training of the Disabled | 14.659.47 |
| 86-CC-0662 | Chicago Cemetery Corp. | 490.00 |
| 86-CC-0663 | Ahmad, Abdul | 35.64 |
| 86-CC-0664 | Kidd, Earnestine | 33.30 |
| 86-CC-0666 | Trots, Thomas | 65.00 |
| 86-CC-0667 | Forlini, Frank J., Jr., M.D. | 50.00 |
| 86-CC-0670 | Trerice, H. O., Co. | 75.22 |
| 86-CC-0672 | Miller, William F., Jr. | 59.70 |
| 86-CC-0674 | Habib, James S., M.D. | 178.00 |
| 86-CC-0675 | Smith, Sherlyn | 348.27 |
| 86-CC-0679 | Vogt, Edward G. | 81.19 |
| 86-CC-0681 | Hogan, Alesia | 33.44 |
| 86-CC-0682 | Portable Tool Sales & Service | 2,137.75 |
| 86-CC-0684 | Circle W Tractor & Equipment | 645.00 |
| 86-CC-0685 | Circle W Tractor & Equipment | 617.50 |
| 86-CC-0688 | Bennett, Maisha B. H., Ph.D. | 1,050.00 |
| 86-CC-0689 | Maase, Donald C. | 296.62 |
| 86-CC-0690 | Films, Inc. | 305.00 |
| 86-CC-0691 | A-1 Lock, Inc. | 110.00 |
| 86-CC-0695 | Xerox Corp. | 1,170.95 |
| 86-CC-0698 | Sandwich Community Hospital | 68.45 |
| 86-CC-0699 | K-Mart | 687.00 |
| 86-CC-0700 | St. Margaret's Hospital | 3,926.62 |
| 86-CC-0701 | Westwood Medical Lab | 47.00 |
| 86-CC-0702 | Community College Dist. 508 | 69.00 |
| 86-CC-0704 | Travis, Terri W. | 116.66 |
| 86-CC-0706 | New Twist Technologies, Inc. | 3,872.44 |
| 86-CC-0709 | Midco, Inc. | 482.93 |
| 86-CC-0713 | Thornridge Funeral Home | 671.58 |
| 86-CC-0718 | South Suburban Hospital | 343.75 |
| 86-CC-0719 | Poland, Darrell T. | 274.36 |
| 86-CC-0720 | Poland, Darrell T. | 198.36 |
| 86-CC-0721 | Neurological Consultants | 35.00 |
| 86-CC-0722 | Chaddock | 1,703.48 |
| 86-CC-0723 | Riverside Medical Center | 369.08 |
| 86-CC-0726 | Savin Corp. | 2,203.44 |
| 86-CC-0728 | Holiday Inn Mart Plaza | 461.65 |
| 86-CC-0729 | Wexler, Saul R. | 500.00 |
| 86-CC-0730 | Holiday Inn South Plaza | 31.80 |

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| 86-CC-0731 | Illinois Tile Co. | 1,800.00 |
| 86-CC-0732 | Arlington Electrical Construction Co. | 12,625.00 |
| 86-CC-0733 | Illinois Forest Products | 2,397.60 |
| 86-CC-0734 | Sarris, Mary Ann | 668.00 |
| 86-CC-0737 | Jerry's Electric | 145.00 |
| 86-CC-0739 | Karlosky Signs | 1,497.00 |
| 86-CC-0740 | Fishman's Sporting Goods | 35.00 |
| 86-CC-0742 | Rabenstein's Home Furnishings | 666.90 |
| 86-CC-0743 | Rabenstein's Home Furnishings | 356.76 |
| 86-CC-0744 | Rabenstein's Home Furnishings | 254.81 |
| 86-CC-0748 | Frank's Creative Landscaping, Inc. | 75.00 |
| 86-CC-0750 | Payline West, Inc. | 70.20 |
| 86-CC-0752 | Illinois Bell | 663.15 |
| 86-CC-0753 | Riverside Medical Center | 414.86 |
| 86-CC-0755 | Piechota, Casimir J. | 146.01 |
| 86-CC-0756 | Wiley Office Equipment | 708.25 |
| 86-CC-0757 | Gnade, Gerard R., Jr., M.D. | 428.00 |
| 86-CC-0762 | Stratton Hats | 1,075.00 |
| 86-CC-0763 | J-S Sales Co. | 111.47 |
| 86-CC-0766 | Mundelein College | 800.00 |
| 86-CC-0767 | Mundelein College | 800.00 |
| 86-CC-0768 | Mundelein College | 800.00 |
| 86-CC-0769 | Mundelein College | 400.00 |
| 86-CC-0770 | P. E. Environmental Systems | 17,080.00 |
| 86-CC-0771 | IBM | 8,972.00 |
| 86-CC-0772 | IBM | 274.11 |
| 86-CC-0773 | Halm Elec. Contractor | 2,299.05 |
| 86-CC-0774 | Halm Elec. Contractor | 74.69 |
| 86-CC-0775 | Black & Co. | 567.00 |
| 86-CC-0777 | Dee Supply Co. | 1,132.50 |
| 86-CC-0778 | Riverside Medical Center | 1,420.80 |
| 86-CC-0781 | Globe Glass & Mirror | 45.42 |
| 86-CC-0782 | G's R Plumbing & Heating | 2,342.70 |
| 86-CC-0790 | Freeman, Bonnie | 35.34 |
| 86-CC-0793 | Lambert, Phillip J. | 26.00 |
| 86-CC-0794 | Moraine Valley Community College | 345.00 |
| 86-CC-0795 | Moraine Valley Community College | 300.00 |
| 86-CC-0798 | Moraine Valley Community College | 144.30 |
| 86-CC-0799 | H. P. Chemical Products | 92.75 |
| 86-CC-0800 | Lewis & Clark Community College | 103.75 |
| 86-CC-0801 | Soohov, Gregory M. | 570.00 |

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| 86-CC-0802 | Harbour, The | 656.16 |
| 86-CC-0805 | Legal Directories Publishing | 25.55 |
| 86-CC-0807 | Radiologists, Ltd. | 49.00 |
| 86-CC-0808 | Altec Industries | 59,818.00 |
| 86-CC-0811 | Kara Co. | 3,475.08 |
| 86-CC-0812 | Kara Co. | 535.00 |
| 86-CC-0813 | Dagher, Pete | 208.00 |
| 86-CC-0814 | Kenosha Aero | 126.00 |
| 86-CC-0817 | Illinois, University of | 5,910.01 |
| 86-CC-0818 | Austin Radiology | 136.00 |
| 86-CC-0820 | Voga Refrig. & A/C | 2,521.80 |
| 86-CC-0823 | Shea, Antoine M. | 23.37 |
| 86-CC-0824 | General Electric | 5,246.00 |
| 86-CC-0825 | Holiday Inn—Matteson | 234.95 |
| 86-CC-0826 | Antia, K. H. | 69.16 |
| 86-CC-0827 | Bunn Capitol Co. | 258.40 |
| 86-CC-0828 | McKinley, Ada S., Community Serv., Inc. | 700.00 |
| 86-CC-0829 | Elgin Community College | 9,066.72 |
| 86-CC-0830 | Salt Youth Services | 998.70 |
| 86-CC-0831 | Stapleton, Mary K. | 121.08 |
| 86-CC-0832 | Films, Inc. | 110.00 |
| 86-CC-0834 | Frink Dental Supply | 49.00 |
| 86-CC-0835 | Stepp Manufacturing Co., Inc. | 8,860.00 |
| 86-CC-0837 | Banknote, Jeffries Co. | 4,755.00 |
| 86-CC-0838 | Community College Dist. 508, Board of Trustees | 332.00 |
| 86-CC-0839 | Upjohn Healthcare | 432.00 |
| 86-CC-0840 | Upjohn Healthcare | 211.20 |
| 86-CC-0841 | Maryville Academy | 3,187.34 |
| 86-CC-0847 | Stephenson County Recorder | 44.00 |
| 86-CC-0848 | Burns, James R. | 1,000.20 |
| 86-CC-0851 | Goodyear Tire & Rubber Co. | 1,082.64 |
| 86-CC-0852 | Goodyear Tire & Rubber Co. | 653.40 |
| 86-CC-0853 | Goodyear Tire & Rubber Co. | 640.96 |
| 86-CC-0854 | Goodyear Tire & Rubber Co. | 414.36 |
| 86-CC-0855 | Goodyear Tire & Rubber Co. | 132.17 |
| 86-CC-0857 | Ruda, Al | 725.00 |
| 86-CC-0863 | Stevens, John N. | 2,442.55 |
| 86-CC-0865 | Constable Equipment Co. | 365.00 |
| 86-CC-0866 | Canady Lab, Inc. | 150.00 |
| 86-CC-0867 | O'Herron, Ray, Co. | 2,050.00 |

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| 86-CC-0875 | Collinsville Unit #10 & Collinsville Area Vocational Center | 192.25 |
| 86-CC-0876 | Associated Radiology of Danville | 25.00 |
| 86-CC-0878 | St. James Hospital | 1,115.19 |
| 86-CC-0887 | Smith, Robert S., Jr. | 550.00 |
| 86-CC-0894 | Horstman, Carol B. | 50.00 |
| 86-CC-0896 | Schoenberger, James A., Jr. | 765.00 |
| 86-CC-0897 | Resurrection Hospital | 223.50 |
| 86-CC-0898 | Pioneer Concrete Raising Service | 1,600.00 |
| 86-CC-0900 | Alvarado, Ralph J. | 411.60 |
| 86-CC-0902 | Murray, William Bailey, Jr. | 300.00 |
| 86-CC-0903 | Area Truck & Trailer Equipment Co., Inc. | 62.00 |
| 86-CC-0904 | Chavey, Lois | 153.72 |
| 86-CC-0905 | Professional Nurses Bureau | 266.00 |
| 86-CC-0906 | Riverside Radiologists | 65.00 |
| 86-CC-0907 | Conoco, Inc. | 110.69 |
| 86-CC-0908 | Illinois Bell Telephone Co. | 6,659.69 |
| 86-CC-0909 | Illinois Bell Telephone Co. | 452.73 |
| 86-CC-0912 | Durian, Pedro T., M.D. | 200.00 |
| 86-CC-0913 | Northwest Hospital | 459.25 |
| 86-CC-0914 | S & S Builders Hardware | 684.00 |
| 86-CC-0916 | D & B Computing Services | 3,554.41 |
| 86-CC-0919 | Casaclang, Jorge F. | 588.00 |
| 86-CC-0920 | Mitchell, Howard | 237.12 |
| 86-CC-0921 | Sangamon State University | 574.00 |
| 86-CC-0922 | Amoco Oil Co. | 738.02 |
| 86-CC-0923 | Gaylord Brothers | 536.40 |
| 86-CC-0924 | Gaylord Brothers | 224.68 |
| 86-CC-0925 | Gaylord Brothers | 90.36 |
| 86-CC-0926 | Gaylord Brothers | 63.20 |
| 86-CC-0927 | Collins', J. J., Sons | 29,697.42 |
| 86-CC-0932 | Black & Co. | 945.00 |
| 86-CC-0933 | Black & Co. | 472.50 |
| 86-CC-0934 | Fleischer, Charles | 320.34 |
| 86-CC-0936 | IBM Corp. | 1,044.00 |
| 86-CC-0937 | IBM Corp. | 126.00 |
| 86-CC-0938 | IBM Corp. | 42.00 |
| 86-CC-0939 | Lutheran Center for Substance Abuse | 4,350.00 |
| 86-CC-0940 | Wallace, Joanne | 130.00 |
| 86-CC-0941 | Stewart, Jane Ellen | 486.80 |
| 86-CC-0944 | Riverside Medical Center | 436.80 |

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| 86-CC-0945 | Columbia College | 2,400.00 |
| 86-CC-0946 | Taylor Institute | 16,902.85 |
| 86-CC-0949 | Kara Co., Inc. | 700.00 |
| 86-CC-0950 | Sterling Rock Falls Clinic, Ltd. | 24.00 |
| 86-CC-0951 | Garden City Disposal | 365.00 |
| 86-CC-0952 | Forbes, Gerald | 377.34 |
| 86-CC-0953 | Northern Illinois Emergency Physicians | 509.80 |
| 86-CC-0955 | Illinois Power Co. | 22,346.82 |
| 86-CC-0957 | Sheridan Hardware | 8.78 |
| 86-CC-0958 | Kellner, M. J., Co. | 285.37 |
| 86-CC-0960 | Teske, Gordon d/b/a Teske's Piano Service | 2,130.00 |
| 86-CC-0961 | Security Lumber & Supply Co. | 3,713.40 |
| 86-CC-0962 | R & B Automotive & Towing | 235.82 |
| 86-CC-0963 | Cryovac Division, W. R. Grace & Co. | 3,994.64 |
| 86-CC-0965 | Pitney Bowes | 297.00 |
| 86-CC-0966 | Pitney Bowes | 292.00 |
| 86-CC-0967 | Pitney Bowes | 287.00 |
| 86-CC-0968 | Pitney Bowes | 276.00 |
| 86-CC-0969 | Pitney Bowes | 272.00 |
| 86-CC-0970 | Pitney Bowes | 271.00 |
| 86-CC-0971 | Pitney Bowes | 271.00 |
| 86-CC-0972 | Pitney Bowes | 267.00 |
| 86-CC-0973 | Pitney Bowes | 253.05 |
| 86-CC-0974 | Pitney Bowes | 253.04 |
| 86-CC-0975 | Pitney Bowes | 212.00 |
| 86-CC-0976 | Pitney Bowes | 165.00 |
| 86-CC-0983 | Pitney Bowes | 59.25 |
| 86-CC-0984 | Excepticon of Illinois, Inc., d/b/a Champaign Children's Home | 2,060.58 |
| 86-CC-0985 | Pitney Bowes | 318.35 |
| 86-CC-0986 | Pitney Bowes | 276.00 |
| 86-CC-0987 | Pitney Bowes | 272.00 |
| 86-CC-0988 | Pitney Bowes | 272.00 |
| 86-CC-0989 | Pitney Bowes | 272.00 |
| 86-CC-0990 | Pitney Bowes | 267.00 |
| 86-CC-0991 | Pitney Bowes | 266.00 |
| 86-CC-0992 | Pitney Bowes | 266.00 |
| 86-CC-0993 | Xanh, Hoi | 700.00 |
| 86-CC-0995 | McGrath Whalen Office Equipment, Inc. | 3,333.21 |
| 86-CC-0997 | Budget Rent A Car | 92.22 |
| 86-CC-0999 | Dolton Fire Equipment Sales, Inc. | 23,373.90 |

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| 86-CC-1000 | St. Anne's Hospital | 5,351.08 |
| 86-CC-1001 | St. Anne's Hospital | 5,261.63 |
| 86-CC-1002 | St. Anne's Hospital | 4,583.36 |
| 86-CC-1003 | St. Anne's Hospital | 2,712.40 |
| 86-CC-1005 | St. Anne's Hospital | 1,801.03 |
| 86-CC-1009 | Northern Illinois University, Board of Regents of | 2,490.00 |
| 86-CC-1011 | Stansberry, Mary | 52.01 |
| 86-CC-1012 | Metropolitan Sanitary District of Greater Chicago | 4,762.90 |
| 86-CC-1015 | Graham, Ray, Association | 1,080.00 |
| 86-CC-1016 | Graham, Ray, Association | 119.12 |
| 86-CC-1017 | Graham, Ray, Association | 60.00 |
| 86-CC-1018 | Cunningham Children's Home, Inc. | 4,189.20 |
| 86-CC-1019 | Upjohn Healthcare Services | 5,032.06 |
| 86-CC-1020 | Williams, James | 14.50 |
| 86-CC-1021 | St. Anne's Hospital | 13,567.20 |
| 86-CC-1022 | St. Anne's Hospital | 3,672.88 |
| 86-CC-1023 | St. Anne's Hospital | 2,634.00 |
| 86-CC-1024 | St. Anne's Hospital | 2,208.40 |
| 86-CC-1025 | St. Anne's Hospital | 379.48 |
| 86-CC-1026 | Illini Community Hospital | 15.00 |
| 86-CC-1029 | Constable Equipment | 1,340.00 |
| 86-CC-1030 | Constable Equipment | 1,050.00 |
| 86-CC-1037 | Giuffre Buick, Inc. | 58.34 |
| 86-CC-1039 | Printing Impressions Corp. | 3,022.00 |
| 86-CC-1041 | Johnson Technical Service | 9,900.00 |
| 86-CC-1042 | Schwindaman Motors, Inc. | 72.13 |
| 86-CC-1044 | Polk, Lucille | 470.00 |
| 86-CC-1047 | Illinois Bell Telephone Co. | 295.51 |
| 86-CC-1048 | Hansen, Jean A. | 98.05 |
| 86-CC-1052 | Publix Office Supplies | 159.17 |
| 86-CC-1056 | Illinois Valley Community College | 500.00 |
| 86-CC-1069 | Henricksen & Co. | 15,613.52 |
| 86-CC-1075 | Community College Dist. 508 | 148.00 |
| 86-CC-1076 | Glafka's Tire City, Inc. | 226.00. |
| 86-CC-1077 | Glafka's Tire City, Inc. | 205.44 |
| 86-CC-1078 | Glafka's Tire City, Inc. | 24.00 |
| 86-CC-1079 | Illinois Truck & Equipment Co. | 122.55 |
| 86-CC-1080 | Majors Scientific Books | 64.80 |
| 86-CC-1081 | Conoco, Inc. | 12.70 |

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| 86-CC-1083 | Brown, Herman M., Co. | 34.85 |
| 86-CC-1084 | Elgin, City of | 33,400.36 |
| 86-CC-1086 | Center for the Rehabilitation & Training of the Disabled | 2,008.98 |
| 86-CC-1087 | Frierson, Edna | 171.21 |
| 86-CC-1088 | Armstrong Industries, Inc. | 39.76 |
| 86-CC-1091 | Carroll Seating Co. | 1,024.00 |
| 86-CC-1092 | White, Nathleen | 191.94 |
| 86-CC-1093 | Moody, Travis, Jr. | 279.30 |
| 86-CC-1094 | Hoskins, Lester | 1,763.77 |
| 86-CC-1095 | McCoy, Bullett | 1,289.34 |
| 86-CC-1098 | Villa Lighting Supply Co. | 2,093.85 |
| 86-CC-1099 | Fayette County Hospital | 86.25 |
| 86-CC-1100 | Miller, Carolene | 29.64 |
| 86-CC-1101 | Community College Dist. 508 | 102.25 |
| 86-CC-1102 | Community College Dist. 508 | 286.00 |
| 86-CC-1103 | Imperial Paint | 1,130.94 |
| 86-CC-1104 | Sandoz Nutrition | 115.10 |
| 86-CC-1105 | Burnell, Ernest L., M.D., S.C. | 30.00 |
| 86-CC-1107 | Illini Supply, Inc. | 1,560.00 |
| 86-CC-1108 | Illini Supply, Inc. | 225.00 |
| 86-CC-1109 | Savin Corp. | 495.00 |
| 86-CC-1110 | Eastern Illinois University Hardee's | 240.78 |
| 86-CC-lll l | Kellner, M. J., Co. | 83.08 |
| 86-CC-1112 | Kellner, M. J., Co. | 32.40 |
| 86-CC-1113 | Elgin Clothing Center of Elgin Salvage & Supply Co., Inc. | 172.58 |
| 86-CC-1114 | Southwestern Illinois Area Agency on Aging | 6,272.75 |
| 86-CC-1119 | Heaslip, Dennis J. | 77.90 |
| 86-CC-1122 | Dolder Electric Supply, Inc. | 147.99 |
| 86-CC-1123 | National Service Industries, Inc. d/b/a Atlantic Envelope | 2,608.70 |
| 86-CC-1124 | Lewis and Clark Community College | 1,290.07 |
| 86-CC-1126 | Swedish American Hospital Assoc. | 4,655.92 |
| 86-CC-1127 | Swedish American Hospital Assoc. | 994.32 |
| 86-CC-1128 | Swedish American Hospital Assoc. | 1,915.48 |
| 86-CC-1129 | Swedish American Hospital Assoc. | 255.89 |
| 86-CC-1130 | Swedish American Hospital Assoc. | 162.24 |
| 86-CC-1131 | Swedish American Hospital Assoc. | 56.36 |
| 86-CC-1132 | Jackson Park Hospital | 16,831.00 |
| 86-CC-1137 | Santos, Ruben E., M.D. | 75.90 |

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| 86-CC-1138 | Valcom | 385.00 |
| 86-CC-1145 | Arvia, Joanne M. | 159.17 |
| 86-CC-1146 | Best Western Shelton Motor Inn | 97.92 |
| 86-CC-1147 | Chest Medicine Consultants, S.C. | 525.00 |
| 86-CC-1149 | Woodfield Ford Sales, Inc. | 12.83 |
| 86-CC-1150 | Bonarek, Philip J. | 525.00 |
| 86-CC-1151 | Bay Emergency Service | 150.00 |
| 86-CC-1152 | St. Mary of Providence School | 660.00 |
| 86-CC-1156 | Sertoma Job Training Center | 4,910.18 |
| 86-CC-1158 | Jan-San Supply Co. | 834.00 |
| 86-CC-1160 | Illinois Department of Corrections | 30,280.20 |
| 86-CC-1161 | Ace Hardware | 608.47 |
| 86-CC-1162 | Kidd, Pamela K., M.D. | 4,700.00 |
| 86-CC-1163 | Hoyle Road Equipment Co. | 2,004.00 |
| 86-CC-1165 | Keeton, Ronald A. | 69.78 |
| 86-CC-1167 | Kirk, John F., & Associates, Inc. | 2,819.00 |
| 86-CC-1168 | Gupta, Raj, M.D. | 837.00 |
| 86-CC-1169 | Kontes Glass Co. | 318.62 |
| 86-CC-1170 | Friedman, Erika Ann | 1,230.00 |
| 86-CC-1171 | Sensor Systems, Inc. | 1,027.50 |
| 86-CC-1173 | Travelers & Immigrants Aid | 415.36 |
| 86-CC-1176 | IBM Corp. | 310.25 |
| 86-CC-1177 | Pandya, Bakul, M.D. | ,250.00 |
| 86-CC-1178 | Pandya, Bakul, M.D. | 55.00 |
| 86-CC-1179 | Lawson, Florence | 25.55 |
| 86-CC-1180 | Monroe Clinic | 77.00 |
| 86-CC-1181 | Community College Dist. 508, Board of Trustees | 276.00 |
| 86-CC-1182 | Whelan, Jano | 280.10 |
| 86-CC-1184 | Lockport Township Fire & Ambulance District | 800.00 |
| 86-CC-1187 | Tractor Supply Co. | 4.69 |
| 86-CC-1188 | Palos Neuropsychiatric Inst. | 1,575.00 |
| 86-CC-1195 | Schmidt, William, II, Dr. | 305.00 |
| 86-CC-1196 | Carlson, Lisa | 143.62 |
| 86-CC-1198 | Gleason, Robert C. | 6,057.87 |
| 86-CC-1200 | Harvard Community Memorial Hospital | 66.00 |
| 86-CC-1210 | Xerox Corp. | 916.00 |
| 86-CC-1214 | Xerox Corp. | 349.50 |
| 86-CC-1222 | Decatur Ambulance Service | 321.80 |
| 86-CC-1224 | Shooter's Gopher Supply Co., Inc. | 156.00 |

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| 86-CC-1225 | Shooter's Gopher Supply Co., Inc. | 163.76 |
| 86-CC-1226 | Means Services, Inc. | 90.15 |
| 86-CC-1227 | Buch, Piyush, M.D. | 100.00 |
| 86-CC-1233 | Maryville Academy | 5,277.11 |
| 86-CC-1234 | Maryville Academy | 1,216.53 |
| 86-CC-1235 | Maryville Academy | 861.28 |
| 86-CC-1241 | Maryville Academy | 432.55 |
| 86-CC-1244 | Maryville Academy | 149.94 |
| 86-CC-1246 | Maryville Academy | 1,211.14 |
| 86-CC-1247 | ASC Medicar Service, Inc. | 546.00 |
| 86-CC-1248 | Daily & Associates Engineers, Inc. | 2,362.52 |
| 86-CC-1251 | Sammons, Fred, Inc. | 21.93 |
| 86-CC-1252 | Kaplan, Gail, Dr. | 1,502.80 |
| 86-CC-1253 | Southern Nevada Memorial Hospital | 149.50 |
| 86-CC-1256 | BroMenn Healthcare | 191,834.33 |
| 86-CC-1257 | IBM | 1,539.00 |
| 86-CC-1258 | IBM | 1,500.41 |
| 86-CC-1259 | Croft, Dave, Motor Co., Inc. | 17,430.40 |
| 86-CC-1262 | Industrial Supply Co. | 63.00 |
| 86-CC-1264 | Rademacher, Frances I. | 2,968.65 |
| 86-CC-1298 | Lipschutz, Harold, M.D. | 28.00 |
| 86-CC-1299 | Tempstaff Nursing | 592.50 |
| 86-CC-1300 | K's Merchandise Mart, Inc. | 53.67 |
| 86-CC-1301 | Donoghue, Robert J. | 61.18 |
| 86-CC-1302 | Special Education Dist. of Lake Co. | 20.08 |
| 86-CC-1303 | Sweden House Lodge | 119.88 |
| 86-CC-1305 | Kellner, M. J., Co. | 8,743.00 |
| 86-CC-1306 | Kellner, M. J., Co. | 1,515.00 |
| 86-CC-1307 | Christie Clinic | 2,936.00 |
| 86-CC-1308 | Ivac Corp. | 350.00 |
| 86-CC-1309 | Rolm Corp. | 16,915.95 |
| 86-CC-1310 | Widmer, Inc. | 3,078.00 |
| 86-CC-1313 | Coal Belt Fire Equipment | 1,632.96 |
| 86-CC-1314 | Beckley Cardy Co. | 340.00 |
| 86-CC-1315 | Beckley Cardy Co. | 142.73 |
| 86-CC-1317 | Scott, John | 337.45 |
| 86-CC-1319 | Galesburg Area Chamber of Commerce | 1,568.05 |
| 86-CC-1320 | Piatt County Recorder | 36.00 |
| 86-CC-1321 | Tandy Corp. | 553.16 |
| 86-CC-1322 | Tandy Corp. | 7,107.92 |
| 86-CC-1323 | Baldwin, Daniel T. | 691.20 |

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| 86-CC-1324 | Peoria Assn. for Retarded Citizens, Inc. | 165.87 |
| 86-CC-1326 | Stocks, Inc. | 7,859.00 |
| 86-CC-1327 | Amoco Oil Co. | 60.69 |
| 86-CC-1329 | K's Merchandise Mart, Inc. | 47.94 |
| 86-CC-1330 | Racal-Milgo, I.S.I. | 550.00 |
| 86-CC-1331 | Don, Edward, & Co. | 671.70 |
| 86-CC-1333 | Galloway, Ida N. | 115.82 |
| 86-CC-1335 | Hough, William E., D.O. | 1,815.00 |
| 86-CC-1336 | Hough, William E., D.O. | 11,825.00 |
| 86-CC-1337 | Roney, Gul | 497.80 |
| 86-CC-1338 | Fenley, William | 500.10 |
| 86-CC-1340 | Sky Harbor Inn | 37.48 |
| 86-CC-1341 | Arrowhead Ranch | 110.00 |
| 86-CC-1342 | Parrott, Linda J. | 59.50 |
| 86-CC-1345 | St. Therese Anesthesia Assoc., Ltd. | 254.80 |
| 86-CC-1346 | Savin Corp. | 409.00 |
| 86-CC-1354 | AT&T Information Systems | 1,209.21 |
| 86-CC-1387 | AT&T Information Systems | 141.20 |
| **86-CC-1393** | AT&T Information Systems | **86.24** |
| 86-CC-1417 | Williams Auto Body Shop | 1,107.32 |
| 86-CC-1425 | Flicker, Patricia; Custodian, Central Region Petty Cash Fund 0294 | 357.19 |
| 86-CC-1429 | Oak Supply & Furniture Co. | 33,360.00 |
| 86-CC-1430 | Xerox Corp. | 503.65 |
| 86-CC-1431 | Kellner, M. J., Co. | 344.56 |
| 86-CC-1437 | Holiday Inn, LaSalle-Peru | 33.00 |
| 86-CC-1438 | Total Health Physicians | 850.00 |
| 86-CC-1439 | Total Health Physicians | 80.00 |
| 86-CC-1440 | Total Health Physicians | 65.00 |
| 86-CC-1441 | Total Health Physicians | 20.00 |
| 86-CC-1442 | Zimmerman, Celia | 35.00 |
| 86-CC-1443 | Wheeler's Home-Farm-School for Exceptional Children | 62.00 |
| 86-CC-1445 | Carpenter, Katherine | 32.75 |
| 86-CC-1446 | Illinois Bell Telephone | 171.53 |
| 86-CC-1447 | Aylward, Glen, Ph.D. | 375.00 |
| 86-CC-1448 | Office Store Co. | 52.20 |
| 86-CC-1449 | Bethel New Life, Inc. | 6,425.00 |
| 86-CC-1450 | Midwest Medical Services | 476.00 |
| 86-CC-1452 | Chileda Institute, Inc. | 666.00 |
| 86-CC-1454 | Stafford, Thomas J., M.D. | 150.00 |

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| 86-CC-1456 | Fleming, Robert, D.D.S. | 275.00 |
| 86-CC-1457 | Lazarais, George | 240.00 |
| 86-CC-1467 | AT&T Information Systems | 110.00 |
| 86-CC-1468 | AT&T Information Systems | 738.48 |
| 86-CC-1470 | Luther, Martin, Home | 88.17 |
| 86-CC-1471 | Luther, Martin, Home | 46.74 |
| 86-CC-1472 | Pharmacia, Inc. | 430.00 |
| 86-CC-1473 | Southern Illinois University, Board of Trustees of | 100,884.29 |
| 86-CC-1474 | Sproat, Linda S. | 17.50 |
| 86-CC-1477 | Majewski, Jerome C. | 375.00 |
| 86-CC-1478 | Stansell, Kathie V. | 377.50 |
| 86-CC-1480 | Marshall Chevrolet Co. | 642.32 |
| 86-CC-1487 | Harris Corp. | 964.34 |
| 86-CC-1489 | Progressive Recovery Techniques | 473.00 |
| 86-CC-1490 | Alamo Group | 2,140.00 |
| 86-CC-1491 | Ram Industries | 5,769.02 |
| 86-CC-1497 | Reinherz, Richard P., Dr. | 70.00 |
| 86-CC-1498 | Champaign Children's Home | 4,756.77 |
| 86-CC-1501 | Gasperi, John B., Tool Co., Inc. | 360.78 |
| 86-CC-1502 | Gasperi, John B., Tool Co., Inc. | 171.80 |
| 86-CC-1503 | Gasperi, John B., Tool Co., Inc. | 171.80 |
| 86-CC-1504 | Gasperi, John B., Tool Co., Inc. | 111.67 |
| 86-CC-1505 | Gasperi, John B., Tool Co., Inc. | 103.08 |
| 86-CC-1506 | Gasperi, John B., Tool Co., Inc. | 25.77 |
| 86-CC-1508 | Farinella, Yolanda | 289.74 |
| 86-CC-1510 | Bryant, Lane | 100.00 |
| 86-CC-1513 | South Shore Hospital Corp. | 132.00 |
| 86-CC-1515 | Arrow Star, Inc. | 361.75 |
| 86-CC-1516 | McKechnie, James K., M.D. | 162.00 |
| 86-CC-1517 | U.S. Professional Development Institute | 395.00 |
| 86-CC-1518 | Coral Doge, Inc. | 90.96 |
| 86-CC-1520 | Frink Dental Supply | 21.60 |
| 86-CC-1521 | Crisafulli, Larry A., D.D.S. | 459.00 |
| 86-CC-1522 | Chicago Steel Tape Co. | 320.00 |
| 86-CC-1523 | Staffing Plus, Ltd. | 900.00 |
| 86-CC-1525 | Resurrection Hospital | 35.70 |
| 86-CC-1526 | Resurrection Hospital | 189.13 |
| 86-CC-1529 | Hansen, Wayne Harry | 246.85 |
| 86-CC-1531 | Little City Foundation | 17,273.36 |
| 86-CC-1533 | Finke, Jeffrey W. | 113.41 |

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| 86-CC-1534 | St. Mary's Hospital | 3,201.78 |
| 86-CC-1536 | Alamo Group | 2,140.00 |
| 86-CC-1540 | Amos, R & W, & Sons | 4,807.75 |
| 86-CC-1541 | Constable Equipment | 650.81 |
| 86-CC-1542 | Constable Equipment | 499.19 |
| 86-CC-1544 | Illinois Bell Telephone Co. | 9,144.83 |
| 86-CC-1545 | Alamo Group. | 14,980.00 |
| 86-CC-1547 | Danville Pediatric Center, Ltd. | 1,203.60 |
| 86-CC-1550 | Hewlett Packard | 10,600.00 |
| 86-CC-1551 | Hewlett Packard | 6,300.00 |
| 86-CC-1552 | Dahms, Robert E., M.D. | 140.00 |
| 86-CC-1555 | United Conveyor Corp. | 110.06 |
| 86-CC-1556 | Helix, Ltd. | 378.00 |
| 86-CC-1558 | Automotive Ignition Co. | 112.90 |
| 86-CC-1559 | Martin Equipment of Illinois, Inc. | '2,500.00 |
| 86-CC-1560 | Holman, Sheryl | 8.86 |
| 86-CC-1561 | Lake Region Christian Assembly | 39.00 |
| 86-CC-1562 | Honnold, Beverly | 82.84 |
| 86-CC-1565 | South Suburban Hospital | 182.00 |
| 86-CC-1566 | Interstate Transmissions | 900.00 |
| 86-CC-1568 | Wehner, Ralph C. | 158.60 |
| 86-CC-1569 | Chicago, University of, Hospital | 1,254.45 |
| 86-CC-1570 | Passavant Area Hospital | 140.20 |
| 86-CC-1571 | Central Truck Parts | 317.27 |
| 86-CC-1572 | Grant Park Concerts Society | 13,936.03 |
| 86-CC-1574 | Hampshire, Village of | 2,337.00 |
| 86-CC-1576 | DeKalb County Special Education Assn. Board of Education | 4,798.00 |
| 86-CC-1579 | Elgin Clothing Center of Elgin Salvage & Supply | 27.90 |
| 86-CC-1581 | Fishman, David | 35.20 |
| 86-CC-1583 | Sterling Rock Falls Clinic, Ltd. | 24.00 |
| 86-CC-1584 | Automotive Environmental Systems | 107.24 |
| 86-CC-1585 | General Electric Co. | 15,000.00 |
| 86-CC-1586 | General Electric Co. | 700.00 |
| 86-CC-1587 | Community College Dist. 508, Board of Trustees | 217.00 |
| 86-CC-1588 | Community College Dist. 503, Board of Trustees | 171.00 |
| 86-CC-1589 | Alamo Group | 17,120.00 |
| 86-CC-1591 | Mercy Hospital | 26,486.00 |

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| 86-CC-1594 | Medical Practice Plan | 120.00 |
| 86-CC-1598 | Medical Practice Plan | 84.00 |
| 86-CC-1601 | Medical Practice Plan | 35.00 |
| 86-CC-1603 | Medical Practice Plan | 10.50 |
| 86-CC-1604 | Medical Practice Plan | 10.00 |
| 86-CC-1608 | Medical Practice Plan | 10.50 |
| 86-CC-1609 | Medical Practice Plan | 20.50 |
| 86-CC-1611 | Medical Practice Plan | 10.50 |
| 86-CC-1612 | Medical Practice Plan | 14.50 |
| 86-CC-1613 | Medical Practice Plan | 2.00 |
| 86-CC-1614 | Medical Practice Plan | 10.50 |
| 86-CC-1615 | Medical Practice Plan | 10.50 |
| 86-CC-1616 | Medical Practice Plan | 10.50 |
| 86-CC-1617 | Medical Practice Plan | 10.50 |
| 86-CC-1618 | Medical Practice Plan | 11.50 |
| 86-CC-1619 | Medical Practice Plan | 10.50 |
| 86-CC-1620 | Medical Practice Plan | 11.50 |
| 86-CC-1621 | Medical Practice Plan | 10.50 |
| 86-CC-1622 | Medical Practice Plan | 48.00 |
| 86-CC-1623 | Medical Practice Plan | 6.00 |
| 86-CC-1625 | Medical Practice Plan | 2.00 |
| 86-CC-1626 | Medical Practice Plan | 10.50 |
| 86-CC-1627 | Medical Practice Plan | 10.50 |
| 86-CC-1628 | Medical Practice Plan | 12.00 |
| 86-CC-1629 | Medical Practice Plan | 10.50 |
| 86-CC-1630 | Hyatt Regency San Antonio | 1,568.60 |
| 86-CC-1633 | Blauer Manufacturing Co., Inc. | 152,852.00 |
| 86-CC-1634 | Elgin Lighting & Electrical Supply, Inc. | 232.05 |
| 86-CC-1637 | Rodriguez, Lourdes M. | 449.12 |
| 86-CC-1638 | Osness, Judith | 981.36 |
| 86-CC-1641 | Montgomery Elevator Co. | 1,198.82 |
| 86-CC-1643 | Harper, William Rainey, College | 104.82 |
| 86-CC-1646 | Resurrection Hospital | 88.00 |
| 86-CC-1647 | Belter, Karen S., MA | 780.00 |
| 86-CC-1648 | Joliet Surgery Center | 250.00 |
| 86-CC-1653 | Canberra Industries, Inc. | 19,830.00 |
| 86-CC-1654 | Boblick, William E., Jr., M.D. | 1,165.00 |
| 86-CC-1656 | Boblick, William E., Jr., M.D. | 595.00 |
| 86-CC-1657 | Boblick, William E., Jr., M.D. | 555.00 |
| 86-CC-1658 | Boblick, William E., Jr., M.D. | 500.00 |
| 86-CC-1659 | Boblick, William E., Jr., M.D. | 420.00 |

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| 86-CC-1661 | Boblick, William E., Jr., M.D. | 312.00 |
| 86-CC-1662 | Boblick, William E., Jr., M.D. | 250.00 |
| 86-CC-1663 | Boblick, William E., Jr., M.D. | 197.00 |
| 86-CC-1665 | Boblick, William E., Jr., M.D. | 135.00 |
| 86-CC-1666 | Boblick, William E., Jr., M.D. | 117.24 |
| 86-CC-1667 | Boblick, William E., Jr., M.D. | 89.64 |
| 86-CC-1668 | Boblick, William E., Jr., M.D. | 87.24 |
| 86-CC-1694 | Midwest Transit Equipment | 37,416.00 |
| 86-CC-1695 | Conoco, Inc. | 48.05 |
| 86-CC-1698 | Diagnostic Radiology Assoc., Ltd. | 60.00 |
| 86-CC-1699 | Sheerin Scientific Co., Inc. | 1,592.00 |
| 86-CC-1702 | Reporting Services, Inc. | 296.80 |
| 86-CC-1703 | D & L Office Furniture Co. | 265.00 |
| 86-CC-1710 | Medical Practice Plan | 120.00 |
| 86-CC-1711 | Medical Practice Plan | 166.00 |
| 86-CC-1717 | Medical Practice Plan | 36.50 |
| 86-CC-1729 | Flink Co. | 2,404.50 |
| 86-CC-1733 | Wiley Office Supply | 180.00 |
| 86-CC-1734 | Wiley Office Supply | **180.00** |
| 86-CC-1735 | Colvin, George, Electric | 4,510.00 |
| 86-CC-1736 | General Electric Co. | 427.07 |
| 86-CC-1737 | Yellow Bird Senior Citizens, Inc. | 72.48 |
| 86-CC-1739 | McDonald Dash Locksmith Supply | 1,565.70 |
| 86-CC-1740 | Blatter Motor Sales, Inc. | 118.92 |
| 86-CC-1742 | Medical Emergency Service Assoc., S.C. | 277.00 |
| 86-CC-1743 | Clausen Hardware Co. | 6,773.80 |
| 86-CC-1751 | Riverside Medical Center | 356.00 |
| 86-CC-1753 | Chauffeur's Training School | 2,590.00 |
| 86-CC-1754 | Plummer, Vernon L., II | 331.80 |
| 86-CC-1756 | Montgomery Ward | 122.00 |
| 86-CC-1757 | McKinney, Rochelle | 496.00 |
| 86-CC-1758 | Radiology Consultants | 16.00 |
| 86-CC-1759 | Koffler Sales Corp. | 43.85 |
| 86-CC-1762 | Chicago, University of, | 4,552.62 |
| 86-CC-1763 | Conoco | 20.18 |
| 86-CC-1764 | Precision Brake & Clutch | 118.69 |
| 86-CC-1765 | Passavant Area Hospital | 44.20 |
| 86-CC-1766 | Travelers Indemnity Co. | 4,880.00 |
| 86-CC-1767 | Kellner, M. J., Co. | 593.40 |
| 86-CC-1768 | Kellner, M. J., Co. | 232.32 |
| 86-CC-1769 | Kellner, M. J., Co. | 149.03 |

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| 86-CC-1770 | Kellner, M. J., Co. | 6.30 |
| 86-CC-1775 | American White Goods Co. | 823.68 |
| 86-CC-1776 | Blauer Manufacturing Co. | 8,858.00 |
| 86-CC-1780 | Crisis Prevention Institute | 795.00 |
| 86-CC-1781 | Graham, Ray, Association | 302.43 |
| 86-CC-1782 | Ricoh Corp. | 132.00 |
| 86-CC-1784 | Illinois Bell Telephone Co. | 26.75 |
| 86-CC-1785 | Gard, William G. | 75.93 |
| 86-CC-1786 | Doherty, Deborah S. | 420.00 |
| 86-CC-1787 | Rolm Corp. | 630.00 |
| 86-CC-1788 | Ford Motor Co. | 74,254.00 |
| 86-CC-1789 | Ford Motor Co. | 64,768.00 |
| 86-CC-1790 | Illini Supply, Inc. | 31.67 |
| 86-CC-1791 | Illini Supply, Inc. | 230.66 |
| 86-CC-1792 | Executone/Contel | 1,636.00 |
| 86-CC-1796 | Kumpf, Debra Berry | 330.00 |
| 86-CC-1797 | Rockford Board of Education | 313.00 |
| 86-CC-1799 | Kasper, Catherine, Center | 18.25 |
| 86-CC-1800 | North Park College & Theological Seminary | 1,600.00 |
| 86-CC-1810 | Xerox Corp. | 438.03 |
| 86-CC-1812 | Xerox Corp. | 237.72 |
| 86-CC-1815 | Xerox Corp. | 500.86 |
| 86-CC-1819 | Glass Specialty Co., Inc. | 135.69 |
| 86-CC-1820 | Glass Specialty Co., Inc. | 117.98 |
| 86-CC-1821 | Neurauter, James | 393.00 |
| 86-CC-1822 | Corrections, Department of | 5,711.07 |
| 86-CC-1823 | Savin Corp. | 130.51 |
| 86-CC-1827 | Glasrock Home Health Care of Illinois | 2,000.00 |
| 86-CC-1828 | Roebuck, George A., Dr. | 116.00 |
| 86-CC-1829 | Computer Partners, Inc. | 4,494.00 |
| 86-CC-1830 | Corrections, Dept. of | 630.44 |
| 86-CC-1831 | Peoria Bearing Co. | 136.25 |
| 86-CC-1833 | Lacrosse Lumber Co. | 2,595.96 |
| 86-CC-1843 | Virco Manufacturing Corp. | 2,645.70 |
| 86-CC-1844 | Virco Manufacturing Corp. | 105.05 |
| 86-CC-1845 | Bond County Health Dept. | 7,684.70 |
| 86-CC-1848 | Harper College | 240.00 |
| 86-CC-1850 | Michigan National Bank | 36.04 |
| 86-CC-1851 | Plummer, Vernon L., II | 182.15 |
| 86-CC-1853 | Mahoney, James P., M.S.W. | 2,740.00 |
| 86-CC-1854 | Jurgens, Larry C. | 75.00 |

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| 86-CC-1855 | Jurgens, Larry C. | 75.00 |
| 86-CC-1857 | Lipschutz, Harold, M.D. | 110.00 |
| 86-CC-1858 | Springfield Clinic | 55.00 |
| 86-CC-1861 | Omni Youth Services | 2,175.58 |
| 86-CC-1863 | St. Therese Medical Center | 2.35.72 |
| 86-CC-1867 | St. Therese Medical Center | 20.00 |
| 86-CC-1868 | St. Therese Medical Center | 20.00 |
| 86-CC-1869 | St. Therese Medical Center | 20.00 |
| 86-CC-1870 | St. Therese Medical Center | 24.20 |
| 86-CC-1871 | St. Therese Medical Center | 9.00 |
| 86-CC-1872 | Community College Dist. 508 | 286.00 |
| 86-CC-1876 | General Electric | 1,958.10 |
| 86-CC-1877 | Upjohn Co. | 112.53 |
| 86-CC-1878 | Petersons Phcy, H.C. | 11.08 |
| 86-CC-1880 | Mead Data Central | 240.15 |
| 86-CC-1881 | Hadden, H. R., D.P.M. | 280.00 |
| 86-CC-1882 | Northeastern Illinois University | 870.00 |
| 86-CC-1883 | Conrin, James, Ph.D. | 70.00 |
| 86-CC-1886 | Illinois **Bell** | **753.63** |
| 86-CC-1887 | UARCO, Inc. | 26,916.00 |
| 86-CC-1888 | Motorola, Inc. | 8,048.25 |
| 86-CC-1892 | Booz, Allen & Hamilton, Inc. | 3,701.98 |
| 86-CC-1897 | Kurry, Ahamed V.P., M.D. | 450.00 |
| 86-CC-1898 | Joliet Office Supply Co. | 133.20 |
| 86-CC-1900 | Perkin-Elmer Corp. | 11,825.00 |
| 86-CC-1901 | Mackay Engines | 58.80 |
| 86-CC-1902 | Manus, Randall J. | 38.44 |
| 86-CC-1903 | Nejat, Ahmad, M.D. | 451.00 |
| 86-CC-1905 | Mackay Engines | 40.00 |
| 86-CC-1907 | K Mart 4018 | 198.99 |
| 86-CC-1909 | Lanier Business Products | 902.50 |
| 86-CC-1911 | Lever Brothers Co. | 948.00 |
| 86-CC-1912 | Accord Refrigeration | 390.00 |
| 86-CC-1913 | Domash, Walter S., Ph.D. | 373.60 |
| 86-CC-1915 | Fasco Mills Co. | 3,583.14 |
| 86-CC-1917 | Alamo Group | 4,280.00 |
| 86-CC-1918 | Alamo Group | 2,140.00 |
| 86-CC-1919 | Alamo Group | 2,140.00 |
| 86-CC-1920 | Dialog Information Services | 36.44 |
| 86-CC-1923 | Automotive Sound Systems, Inc. | 195.69 |
| 86-CC-1927 | Schering Corp. | 343.66 |

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| 86-CC-1928 | Illinois Institute of Technology | 79,345.00 |
| 86-CC-1931 | Hagerty Brothers Co. | 9,478.96 |
| 86-CC-1937 | Joliet Auto Supply, Inc. | 67.20 |
| 86-CC-1942 | K Mart 4095 | 56.88 |
| 86-CC-1943 | K Mart 4095 | 29.84 |
| 86-CC-1959 | PPG Industries | 155.55 |
| 86-CC-1961 | Resurrection Hospital | 259.50 |
| 86-CC-1962 | Lewensky, Thomas J. | 200.00 |
| 86-CC-1963 | Graham, Ray, Association | 404.84 |
| 86-CC-1964 | Jupiter Discount Stores | 86.32 |
| 86-CC-1965 | Office Furniture Service, Inc. | 40.00 |
| 86-CC-1969 | Illinois Bell Telephone Co. | 753.63 |
| 86-CC-1970 | Illinois Bell Telephone Co. | 753.63 |
| 86-CC-1974 | Essex, Village of | 66.80 |
| 86-CC-1976 | Arlington Dodge, Inc. | 447.80 |
| 86-CC-1978 | Moline Psychiatric Assoc. | 81.80 |
| 86-CC-1980 | Datacomm Leasing Corp. | 218.64 |
| 86-CC-1981 | Datacomm Leasing Corp. | 115.00 |
| 86-CC-1982 | Cap Gemini Dasd, Inc. | 35,268.76 |
| 86-CC-1983 | Altec Industries | 63,386.00 |
| 86-CC-1985 | Edward Hospital | 5,500.32 |
| 86-CC-1992 | Copley Memorial Hospital | 743.46 |
| 86-CC-1996 | St. James Hospital | 6,806.53 |
| 86-CC-1997 | St. James Hospital | 3,531.35 |
| 86-CC-1998 | St. James Hospital | 6,022.00 |
| 86-CC-1999 | St. James Hospital | 2,256.35 |
| 86-CC-2000 | St. James Hospital | 750.00 |
| 86-CC-2001 | St. James Hospital | 1,905.70 |
| 86-CC-2002 | St. James Hospital | 1,350.30 |
| 86-CC-2003 | St. James Hospital | 1,279.20 |
| 86-CC-2004 | St. James Hospital | 3,349.90 |
| 86-CC-2005 | St. James Hospital | 543.40 |
| 86-CC-2006 | St. James Hospital | 396.90 |
| 86-CC-2007 | St. James Hospital | 834.00 |
| 86-CC-2008 | St. James Hospital | 737.85 |
| 86-CC-2009 | St. James Hospital | 2,308.85 |
| 86-CC-2010 | St. James Hospital | 1,269.25 |
| 86-CC-2011 | St. James Hospital | 1,720.65 |
| 86-CC-2025 | St. James Hospital | 85.00 |
| 86-CC-2031 | St. James Hospital | 24.00 |
| 86-CC-2032 | St. James Hospital | 80.00 |

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| 86-CC-2035 | Logan, Valerie | 70.68 |
| 86-CC-2036 | Logan, Valerie | 50.16 |
| 86-CC-2037 | Galloway, Ida N. | 61.00 |
| 86-CC-2039 | Danville Pediatrics Center, Ltd. | 178.65 |
| 86-CC-2040 | Danville Pediatrics Center, Ltd. | 35.00 |
| 86-CC-2047 | Warren Chevrolet-Chrysler-Plymouth, Inc. | 59.56 |
| 86-CC-2048 | Collie, Glenna M. | 265.75 |
| 86-CC-2049 | Sullivan Reporting Co. | 231.75 |
| 86-CC-2052 | Lutheran Child & Family Services of Illinois | 90.00 |
| 86-CC-2057 | Midwest Furniture | 100.00 |
| 86-CC-2061 | Waren, Lee | 7.98 |
| 86-CC-2062 | Dennison Ford BMW, Inc. | 655.21 |
| 86-CC-2065 | Smithkline Bio-Science Lab | 112.00 |
| 86-CC-2066 | Liddell, Charles L. | 102.50 |
| 86-CC-2067 | Liddell, Charles L. | 313.67 |
| 86-CC-2068 | Liddell, Charles L. | 86.85 |
| 86-CC-2069 | Liddell, Charles L. | 298.74 |
| 86-CC-2071 | Reese, Michael, Anesthesia | 82.08 |
| 86-CC-2072 | **Daily** Leader | 55.20 |
| 86-CC-2073 | Gillette Children's Hospital | 116.38 |
| 86-CC-2075 | Illinois State University | 677.25 |
| 86-CC-2076 | Illinois State University | 205.00 |
| 86-CC-2087 | Stroink Pathology Lab | 45.50 |
| 86-CC-2088 | Triple J Tools | 41.60 |
| 86-CC-2092 | Easter Seal Society of Central Illinois, Inc. | 120.00 |
| 86-CC-2098 | Carolina Biological Supply | 7.83 |
| 86-CC-2099 | Refrigerated Trailer Leasing | 1,113.73 |
| 86-CC-2104 | Sun Refining & Marketing | 149.52 |
| 86-CC-2110 | Clinical Radiologists, **S.C.** | 112.50 |
| 86-CC-2111 | Law Enforcement Equipment Co. | 1,052.90 |
| 86-CC-2112 | Law Enforcement Equipment Co. | 605.36 |
| 86-CC-2113 | Law Enforcement Equipment Co. | 39.75 |
| 86-CC-2114 | A-1 Mechanical Engineers, Inc. | 14,513.63 |
| 86-CC-2115 | Koda, Mark J. | 420.10 |
| 86-CC-2117 | Reed-Custer School District | 185.38 |
| 86-CC-2121 | Clardy, Daniel T. | 496.00 |
| 86-CC-2124 | Dolton Fire Equipment | 3,840.00 |
| 86-CC-2129 | **B** & **B** Mechanical Corp. | 378.00 |
| 86-CC-2130 | **B** & B Mechanical Corp. | 238.55 |
| 86-CC-2131 | B & B Mechanical Corp. | 37.50 |
| 86-CC-2132 | **B** & B Mechanical Corp. | 595.00 |

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| 86-CC-2133 | B & B Mechanical Corp. | 112.50 |
| 86-CC-2134 | B & B Mechanical Corp. | 150.00 |
| 86-CC-2135 | B & B Mechanical Corp. | 131.25 |
| 86-CC-2136 | B & B Mechanical Corp. | 75.00 |
| 86-CC-2137 | Svaniga, Lora J. | 222.53 |
| 86-CC-2139 | South Suburban Hospital | 1,154.57 |
| 86-CC-2143 | Pontious Berry Farm, Inc. | 768.97 |
| 86-CC-2144 | Able Overhead Door | 1,797.20 |
| 86-CC-2145 | Riverside Medical Center | 126.00 |
| 86-CC-2151 | Kale Uniforms, Inc. | 61.32 |
| 86-CC-2152 | Kale Uniforms, Inc. | 268.72 |
| 86-CC-2154 | Hewlett Packard Co. | 188.96 |
| 86-CC-2161 | Protection Services, Inc. | 643.00 |
| 86-CC-2163 | Katz, Phyllis Ellen | 140.00 |
| 86-CC-2169 | McDonough County Rehabilitation Center | 2,970.00 |
| 86-CC-2171 | Putman-Wright Ford Mercury, Inc. | 103.20 |
| 86-CC-2172 | Planned Parenthood Association | 55.57 |
| 86-CC-2173 | Office Store Co. | 836.00 |
| 86-CC-2174 | Sayset, Dale P. | 138.68 |
| 86-CC-2175 | IBM Corp. | 4,391.00 |
| 86-CC-2176 | Valiant International | 275.13 |
| 86-CC-2177 | Valiant International | 72.49 |
| 86-CC-2178 | Valiant International | 64.60 |
| 86-CC-2180 | Illinois Bell Telephone Co. | 260.18 |
| 86-CC-2181 | Savin Corp. | 1,621.41 |
| 86-CC-2182 | Savin Corp. | 994.28 |
| 86-CC-2183 | Blauer Manufacturing Co., Inc. | 74.57 |
| 86-CC-2191 | Wal-Mart Store #460 | 84.53 |
| 86-CC-2195 | Xerox Corp. | 437.20 |
| 86-CC-2202 | Xerox Corp. | 234.93 |
| 86-CC-2223 | Pontiac Auto Parts, Inc. | 69.22 |
| 86-CC-2224 | Dictaphone Corp. | 220.00 |
| 86-CC-2225 | Eichenauer Services, Inc. | 597.54 |
| 86-CC-2236 | Illinois, University of | 8,245.37 |
| 86-CC-2254 | Sorbus | 278.25 |
| 86-CC-2258 | Illinois Bell Telephone Co. | 150.14 |
| 86-CC-2262 | Franklin Travel Agency, Inc. | 1,416.00 |
| 86-CC-2263 | Association for Retarded Citizens of Rock Island County | 5,611.50 |
| 86-CC-2264 | Bausch, David A., Jr. | 207.00 |
| 86-CC-2265 | Standard Register Co. | 1,100.14 |

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| 86-CC-2266 | Mid-American Elevator | 768.00 |
| 86-CC-2268 | Fisher Scientific Co. | 347.85 |
| 86-CC-2272 | Safety-Kleen Corp. | 46.50 |
| 86-CC-2273 | ICL-Midwest | 799.03 |
| 86-CC-2274 | ICL-Midwest | 211.99 |
| 86-CC-2275 | Panier, Joseph R. | 25.00 |
| 86-CC-2277 | Peoria City/County Health Department | 270.50 |
| 86-CC-2280 | Harvey's Office Supplies | 125.55 |
| 86-CC-2282 | Modern Brake & Alignment | 70.70 |
| 86-CC-2287 | Citgo Petroleum Corp. | 31.43 |
| 86-CC-2297 | GTE Telecom Marketing Corp. | 7,095.57 |
| 86-CC-2303 | Knicl Refrigeration | 408.34 |
| 86-CC-2304 | Loyola University School of Law | 1,350.00 |
| 86-CC-2307 | Mundelein College | 800.00 |
| 86-CC-2311 | St. Therese Medical Center | 82.00 |
| 86-CC-2313 | Randell, Daniel C. | 81.76 |
| 86-CC-2318 | M.R.S. Machinery Co. | 204.26 |
| 86-CC-2319 | Cummins, Mary | 57.00 |
| 86-CC-2320 | LaQuinta Motor Inn | 89.04 |
| 86-CC-2321 | Stiles Office Equipment | 274.00 |
| 86-CC-2322 | Sewer Equipment Co. of America | 200.30 |
| 86-CC-2324 | O.J. Photo Supply | 47.68 |
| 86-CC-2327 | Gliottoni, John M., Jr. | 1,270.96 |
| 86-CC-2328 | Woodfield Ford Sales | 191.73 |
| 86-CC-2343 | AAA Linen Service | 857.92 |
| 86-CC-2344 | Yee, Allen O. | 120.00 |
| 86-CC-2345 | GMC Truck & Coach Div. | 15,128.00 |
| 86-CC-2347 | Peotone Comm. Unit Dist. 207U | 49.37 |
| 86-CC-2350 | Monahan, James P., M.D. | 75.00 |
| 86-CC-2351 | Northern Illinois Emergency Physicians | 555.20 |
| 86-CC-2354 | LaQuinta Motor Inn | 61.04 |
| 86-CC-2361 | Utility Equipment Co. | 76,046.00 |
| 86-CC-2367 | National Welding Supply | 92.25 |
| 86-CC-2371 | Castillo, Martin & Del, Drs. | 45.00 |
| 86-CC-2372 | Law Enforcement Equipment Co. | 4,616.60 |
| 86-CC-2373 | Law Enforcement Equipment Co. | 4,370.00 |
| 86-CC-2375 | Smithkline Bio-Science Lab. | 27.00 |
| 86-CC-2379 | Thornton Community College | 558.00 |
| 86-CC-2380 | Dolder Electric Supply | 67.56 |
| 86-CC-2384 | Kuntz, Leland E. | 335.06 |
| 86-CC-2390 | GFE, Inc. | 9,470.00 |

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| 86-CC-2394 | Morgan, Hazel L. | 500.00 |
| 86-CC-2404 | Lever Brothers | 217.00 |
| 86-CC-2405 | Habilitative Systems | 13,872.80 |
| 86-CC-2406 | Habilitative Systems | 4,615.90 |
| 86-CC-2409 | Alliance Airlines | 504.00 |
| 86-CC-2411 | Alliance Airlines | 58.00 |
| 86-CC-2412 | BF Goodrich | 1,196.32 |
| 86-CC-2415 | Parkwood Dodge, Inc., Formerly Norwood Park Dodge | 1,123.91 |
| 86-CC-2417 | Parkwood Dodge, Inc., Formerly Norwood Park Dodge | 861.66 |
| 86-CC-2418 | Parkwood Dodge, Inc., Formerly Norwood Park Dodge | 290.51 |
| 86-CC-2457 | Alliance Airlines | 756.00 |
| 86-CC-2458 | Sauk Valley Radiologists | 70.00 |
| 86-CC-2461 | Gnade, Gerard R., Jr., M.D. | 1,485.00 |
| 86-CC-2462 | Gnade, Gerard R., Jr., M.D. | 135.40 |
| 86-CC-2463 | Behrens, Tom, Rev. | 164.20 |
| 86-CC-2466 | GFE, Inc. | 424.00 |
| 86-CC-2467 | Ingalls Memorial Hospital | 48.00 |
| 86-CC-2476 | Augustine Rental Properties | 9,188.67 |
| 86-CC-2494 | Corrections, Dept. of | 12,639.65 |
| 86-CC-2495 | Albany, Village of | 126.29 |
| 86-CC-2505 | Prange Corp. | 123.91 |
| 86-CC-2508 | Lincoln, Sarah Bush, Health Center | 848.79 |
| 86-CC-2519 | Kale Uniforms, Inc. | 68.50 |
| 86-CC-2521 | Gnade, Gerard R., Jr., M.D. | 303.50 |
| 86-CC-2522 | Gnade, Gerard R., Jr., M.D. | 103.00 |
| 86-CC-2528 | Springfield Travelodge | 33.00 |
| 86-CC-2531 | Ks Merchandise Mart | 37.19 |
| 86-CC-2532 | Community Health Improvement Center | 33.65 |
| 86-CC-2534 | Bodine Electric of Decatur | 33,696.92 |
| 86-CC-2536 | Community College Dist. 508 | 171.00 |
| 86-CC-2554 | College Placement Council | 150.00 |
| 86-CC-2555 | Eaton, David | 483.92 |
| 86-CC-2557 | Mid America Leasing | 900.00 |
| 86-CC-2560 | Illinois Bell | 1,115.93 |
| 86-CC-2564 | Melton Trucking Service | 126.00 |
| 86-CC-2565 | Kim, Chang K., M.D. | 950.00 |
| 86-CC-2566 | Wang Labs | 23,848.00 |
| 86-CC-2568 | Wang Labs | 10,047.00 |

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| 86-CC-2569 | Wang Labs | 7,650.00 |
| 86-CC-2570 | Wang Labs | 850.00 |
| 86-CC-2573 | Wang Labs | 3,628.85 |
| 86-CC-2575 | Wang Labs | 723.60 |
| 86-CC-2576 | Washington Jr. High | 25.50 |
| 86-CC-2577 | Coal Belt Fire Equipment | 246.80 |
| 86-CC-2578 | Purolator Courier | 52.04 |
| 86-CC-2583 | Brown Schools—TTC Group Home | 3,759.83 |
| 86-CC-2585 | Northeast Regional Board of Dental Examiners, Inc. | 617.00 |
| 86-CC-2586 | Clarke Division, Cooper Industries | 195.25 |
| 86-CC-2587 | Alvord's Office Supply | 85.46 |
| 86-CC-2588 | ABM, Inc. | 90.00 |
| 86-CC-2590 | DuPage, College of | 4,932.04 |
| 86-CC-2593 | Mid America Leasing | 169.00 |
| 86-CC-2594 | Mid America Leasing | 169.00 |
| 86-CC-2595 | Mid America Leasing | 47.49 |
| 86-CC-2596 | Wenders, John T. | 250.00 |
| ***86-CC-2603*** | IBM | 815.10 |
| 86-CC-2604 | Copier Duplicator Specialists | 42.84 |
| 86-CC-2605 | Copier Duplicator Specialists | 42.00 |
| 86-CC-2611 | Holcomb, R. Bruce | 115.88 |
| 86-CC-2615 | Copier Duplicator Specialists | 48.00 |
| 86-CC-2704 | IBM | 462.40 |
| 86-CC-2705 | IBM | 240.00 |
| 86-CC-2713 | Illinois Wesleyan University | 660.00 |
| 86-CC-2717 | Triarco Arts & Crafts | 76.96 |
| 86-CC-2719 | Bethphage Comm. Services | 397.80 |
| 86-CC-2720 | Bethphage Comm. Services | 392.70 |
| 86-CC-2721 | Bethphage Comm. Services | 63.03 |
| 86-CC-2722 | Bethphage Comm. Services | 52.50 |
| 86-CC-2723 | Bethphage Comm. Services | 12.70 |
| 86-CC-2728 | Simplex Time Recorder | 2,756.00 |
| 86-CC-2729 | Burgess, Anderson & Tate | 251.92 |
| 86-CC-2730 | Resurrection Hospital | 163.40 |
| 86-CC-2743 | Austin Radiology | 45.00 |
| 86-CC-2748 | Illinois Electronic Business Equipment | 630.38 |
| 86-CC-2759 | Graybar Electric | 4,032.00 |
| 86-CC-2763 | Waukegan Ob-Gyne Assoc., Ltd. | 411.20 |
| 86-CC-2773 | Rehabilitation Institute | 747.00 |
| 86-CC-2777 | Montgomery Ward | 97.85 |

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|---|---|---|
| 86-CC-2796 | Office Equipment Co. of Chicago | 16,167.69 |
| 86-CC-2797 | Woodson, Alexander | 59.70 |
| 86-CC-2801 | Sunset Home | 22.50 |
| 86-CC-2802 | Community College District 508 | 276.00 |
| 86-CC-2803 | Community College District 508 | 148.00 |
| 86-CC-2804 | Center for Rehab & Training Disabled | *723.84* |
| 86-CC-2832 | Blauer Manufacturing | 7,450.00 |
| 86-CC-2835 | Springfield Hilton | 1,155.00 |
| 86-CC-2845 | Mid America Leasing | 120.00 |
| 86-CC-2864 | Spoon River College | 1,623.00 |
| 86-CC-2886 | St. Elizabeth Hospital | 20.00 |
| 86-CC-2892 | City Lighting Products | 21.27 |
| 86-CC-2915 | Metal Air Co. #II | 67,254.37 |
| 86-CC-2935 | Cass County Telephone Co. | 641.31 |
| 86-CC-3047 | Newark Electronics | 13,642.00 |

## PRISONERS AND INMATES
## MISSING PROPERTY CLAIMS
## FY 1986

The following list of cases consists of claims brought by prisoners and inmates of State correctional facilities against the State to recover the value of certain items of personal property of which they were allegedly possessed while incarcerated, but which were allegedly lost while the State was in possession thereof or for which the State was allegedly otherwise responsible. Consistent with the cases involving the same ,subject matter appearing in full in previous Court of Claims Reports, these claims were all decided based upon the theories of bailments, conversion, or negligence. Because of the volume, length, and general similarity of the opinions, the **full texts** of **the opinions were not published, except for** those claims which may have some precedential value.

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|---|---|---|
| 76-CC-2050 | **Muhammad, Luqman Hasson** | $ 25,000.00 |
| **83-CC-2009** | **Blair, Bruce** | **219.86** |
| **83-CC-2141** | **Milin, Slavoljub** | **62.00** |
| **84-cc-0434** | **Jefferson, Willie** | **75.00** |
| **84-CC-2647** | **Woods, Gregory** | **100.00** |
| **84-CC-2778** | **Flanders, Brady** | **120.00** |
| **84-CC-3180** | **Ware, Robert** | **66.12** |
| **84-CC-3448** | **McCalvin, Walter L., Jr.** | **117.01** |
| 84-CC-3550 | **Blair, Bruce** | **(Paid under case 83-CC-2009)** |
| **85-CC-0030** | **Olmos, Sebastian** | **228.24** |
| **85-CC-0487** | **Hood, Robert** | **285.00** |
| **85-CC-0978** | **Klinkhammer, James E.** | **60.00** |
| **85-CC-0993** | **Thurmond, James** | **200.00** |
| **85-cc-1028** | **Jones, Leon** | **56.65** |
| **85-cc-1133** | **Rush, John** | **361.82** |
| **85-CC-1265** | **Mayberry, Tracy** | **60.00** |
| **85-CC-1866** | **Jbara, Jamel** | **100.00** |
| **85-CC-1867** | **Seats, Ronald** | **200.00** |

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|---|---|---|
| 85-CC-1988 | Washington, John | 101.75 |
| 85-CC-2159 | Smith, Johnny | 14.95 |
| 85-cc-2400 | Soto, Jose | 81.89 |
| 85-CC-2835 | Calderon, Natividad | 104.00 |
| 85-CC-2901 | Weathersby, William | 113.10 |
| 85-CC-3021 | DeSimone, Gordon | 75.00 |
| 86-CC-0047 | Gaines, Albert | 27.43 |
| 86-CC-0149' | Holt, DeWaine | 400.00 |
| 86-CC-0258 | Davis, John | 250.00 |
| 86-CC-0319 | Salonis, Thomas | 70.00 |
| 86-CC-0578 | Estock, Jack | 49.66 |
| 86-CC-0779 | Moore, DeWayne | 91.70 |
| 86-CC-0844 | Smrekar, Russell A. | 200.00 |
| 86-CC-1192 | West, Richard | 11.50 |

## STATE EMPLOYEES' BACK SALARY CASES
## FY 1986

Where as a result of lapsed appropriation, miscalculation of overtime or vacation pay, service increase, or reinstatement following resignation, and so on, a State employee becomes entitled to back pay, the Court will enter an award for the amount due, and order the Comptroller to pay that sum, less amounts withheld properly for taxes and other necessary contributions, to the Claimant.

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|---|---|---|
| 77-CC-0681 | Liberles, Max; et al. | $ 46,973.74 |
| 78-CC-0417 | Phillips, Joan | 1,427.18 |
| 80-CC-0243 | Knupp, Dorothy A. | 606.76 |
| 83-CC-0180 | Martin, Butha | 76.49 |
| 83-CC-0215 | Baysinger, James C. | 21.98 |
| 83-CC-0720 | LaMonica, Sam | 4,458.00 |
| 83-cc-1353 | Doering, Sandra J. | 853.36 |
| 84-CC-0452 | Rocco, Christopher | 21,727.21 |
| 84-CC-0456 | Roggeveen, John P. | 12,000.00 |
| 84-CC-0466 | Perry, Amber I. | 134.26 |
| 84-CC-0467 | Holderfield, Sharon K. | 232.68 |
| 84-cc-0468 | Patrick, Phyllis J. | 326.45 |
| 84-CC-0763 | Robinson, Donald | 89.88 |
| 84-CC-0765 | Knapp, Patricia A. | ,134.85 |
| 84-CC-0781 | Stuckey, Patricia A. | ,390.77 |
| 84-CC-0843 | Pleskovitch, Karen S. | ,133.73 |
| 84-cc-0885 | Nelson, Darla S. | 275.75 |
| 84-CC-1205 | Beard, R. A. | 355.00 |
| 84-cc-1235 | Campos, Mario | 1,168.53 |
| 84-cc-1381 | Francis, Marvin A. | 36,020.03 |
| 84-CC-1696 | Kreke, Terry | 5,555.32 |
| 84-CC-1758 | Seaton, Lealond E. | 463.21 |
| 84—cc-1941 | Smith, Clyde C. | 100.00 |
| 84-cc-2045 | Rusciolelli, William T. | 13,056.24 |
| 84-CC-2059 | Kreger, Mary I. | 1,163.16 |
| 84-cc-2475 | Stratton, Samuel E. | 291.96 |

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| 84-cc-2179 | Willard, Judith | 1,433.21 |
| 84-cc-2535 | Banks, Robert Jr. | 77.18 |
| 84-CC-2661 | Ennenbach, Marjorie | 1,277.42 |
| 84-CC-2710 | Robertson, Henry | 376.71 |
| 84-cc-3400 | Lindsey, Alphonso B., Jr. | 1,236.99 |
| 84-cc-3425 | Albers, Carl | 2,370.65 |
| 84-cc-3479 | Denton, Vicki | 378.03 |
| 85-CC-0127 | Watson, Carl E. | 361.06 |
| 85-CC-0218 | Fort, Allen | 3,526.26 |
| 85-CC-0219 | Roach, Grover | 2,889.81 |
| 85-CC-0279 | Unterbrink, Jackie G. | 606.97 |
| 85-cc-0296 | Rose, George | 370.13 |
| 85-CC-0482 | Hanners, John | 300.98 |
| 85-CC-0589 | Stepniewski, Katheryn A. | 212.72 |
| 85-CC-0636 | Benoit, Eileen | 132.91 |
| 85-cc-0637 | Bertrand, Cathy | 61.87 |
| 85-CC-0638 | Fulton, Eunice | 56.54 |
| 85-cc-0641 | Jamison, Patricia | 331.28 |
| 85-CC-0642 | Martin, Mary Kay | 121.82 |
| 85-CC-0643 | Patterson, Leslie | 57.55 |
| 85-cc-0644 | Pippin, Lila | 128.00 |
| 85-CC-0688 | Romine, Randy W. | 587.12 |
| 85-CC-0729 | Cary, Clara R. | 162.72 |
| 85-CC-0754 | Swanson, Marlene Kay | 64.23 |
| 85-CC-0774 | Adwell, Brenda | 273.18 |
| 85-CC-0776 | Roth, Paul | 3.10 |
| 85-CC-0809 | Masten, Susan C. | 120.87 |
| 85-CC-0810 | Masten, Susan C. | 58.98 |
| 85-CC-0836 | Moss, Marjorie | 594.81 |
| 85-CC-0916 | Schroll, Kristie L. | 214.42 |
| 85-cc-0994 | Lee, Ezell | 769.56 |
| 85-CC-1115 | Yenevich, Philip J. | 262.27 |
| 85-CC-1273 | Mitchell, Lewis | 18.52 |
| 85-cc-1340 | Allen, Donald W. | 395.55 |
| 85-CC-1412 | Powell, Doyle | 577.60 |
| 85-CC-1459 | Cramer, Albert T. | 283.63 |
| 85-CC-1478 | Tressler, Charles I. | 192.96 |
| 85-CC-1487 | Jackson, Betty I. | 58.85 |
| 85-CC-1492 | Michel, Ronald | 631.55 |
| 85-CC-1493 | Morris, James R. | 1,691.00 |
| 85-CC-1520 | McKee, Jubal | 41,497.92 |

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| 85-CC-1555 | Ladd, Patricia A. | 1,175.68 |
| 85-CC-1594 | Anderson, Anna M. | 86.29 |
| 85-CC-1600 | Boatman, Van M. | 92.76 |
| 85-CC-1608 | Johnson, Tina | 149.50 |
| 85-CC-1609 | Johnson, Tina | 135.82 |
| 85-CC-1623 | Page, Lalon | 126.34 |
| 85-CC-1636 | Sanders, Harold G. | 90.25 |
| 85-CC-1747 | Lyke, Talise | 106.82 |
| 85-CC-1781 | Mundschenk, Randall | 65.30 |
| 85-cc-1839 | Robertson, Henry | 149.38 |
| 85-CC-1881 | Hansen, Ingrid | 221.59 |
| 85-CC-1905 | Kmiec, Glen M. | 104.78 |
| 85-CC-1913 | Christ, Thomas S. | 1,833.15 |
| 85-CC-1989 | Porter, Ethel | 261.63 |
| 85-CC-2142 | Fondren, Michael | 1,643.89 |
| 85-cc-2194 | Boyd, Raymong Randall | 975.79 |
| 85-cc-2202 | Gaffey, William L. | 797.52 |
| 85-cc-2227 | Bonser, Robert | 1,229.55 |
| 85-CC-2229 | Brown, June A. | 3,755.67 |
| 85-cc-2238 | Joseph, Thomas K., M.D. | 1,098.66 |
| 85-cc-2249 | Banks, William A. | 4,371.91 |
| 85-CC-2266 | Jenkins, Fred | 440.78 |
| 85-CC-2271 | Meents, Kenneth | 57.00 |
| 85-cc-2274 | Henrichs, Roger W. | 749.35 |
| 85-CC-2275 | Walter, Lester Ray | 286.30 |
| 85-cc-2293 | Kuhr, Marilyn | 374.62 |
| 85-CC-2317 | Martens, Philip T., Jr. | 298.97 |
| 85-CC-2390 | Meyer, Ethel, et al. | 9,428.00 |
| 85-cc-2409 | Chaney, Cedric | 7,915.70 |
| 85-cc-2465 | Cheney, Brian L. | 181.62 |
| 85-CC-2475 | Tinsley, Hazel M. | 10,070.08 |
| 85-cc-2588 | Killingsworth, Denise | 133.81 |
| 85-CC-2602 | Dawson, Linda Joyce | 138.09 |
| 85-cc-2637 | Himmelrick, Monica | 255.51 |
| 85-cc-2650 | Farley, Lillian | 1,206.69 |
| 85-CC-2651 | Carter, Lowell | 591.51 |
| 85-CC-2665 | Day, Jackie | 187.06 |
| 85-CC-2666 | McKee, Mary | 176.65 |
| 85-CC-2669 | Fahrenbocker, Sharon | 91.04 |
| 85-CC-2670 | Huffman, Dorothy | 261.49 |
| 85-CC-2692 | Stapleton, Montez | 1,476.47 |

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| 85-CC-2705 | Iverson, Willie B., Jr. | 724.43 |
| 85-CC-2715 | McSparin, Anna Faye | 112.51 |
| 85-CC-2753 | Cox, Tee H. | 9,486.46 |
| 85-cc-2841 | Reeder, Karen C. | 1,870.84 |
| 85-CC-2899 | Mattioli, Rory D. | 197.09 |
| 85-CC-2909 | Hahnenkamp, Deborah L. | 92.67 |
| 85-CC-2951 | Surdyk, Paul F. | 117.52 |
| 85-CC-2969 | Hawkins, Amelia E. | 678.44 |
| 85-CC-2970 | Riley, Gloria | 308.87 |
| 85-CC-2974 | King, Peter | 111.70 |
| 85-CC-2977 | Andruk, Eugene T. | 67.73 |
| 85-CC-2983 | Fulara, John | 62.06 |
| 85-CC-2996 | Heenan, Phillip | 257.25 |
| 85-cc-3040 | Hileman, Charles E., Jr. | 703.72 |
| 85-CC-3048 | James, Patrick | 6,922.05 |
| 86-CC-0015 | Knoll, Shirlene | 468.11 |
| 86-CC-0022 | Merritt, Rosemary | 628.72 |
| 86-CC-0072 | Burke, Baxter | 944.28 |
| 86-CC-0102 | Casper, Shirley | 923.91 |
| 86-CC-0146 | Clodfelter, George E. | 620.89 |
| 86-CC-0208 | Rage, Donald J. | 119.37 |
| 86-CC-0221 | Douglas, Arthur | 367.01 |
| 86-CC-0250 | Owens, Lance L. | 664.55 |
| 86-CC-0275 | Overall, Edward | 5,846.21 |
| 86-CC-0283 | Kennedy, Delphia | 120.17 |
| 86-CC-0288 | Homberg, Gary | 706.06 |
| 86-CC-0296 | Werner, Michael F. | 20.31 |
| 86-CC-0297 | Edwards, Ernestine | 62.06 |
| 86-CC-0307 | Price, Roena J. | 8,416.62 |
| 86-CC-0318 | Posvic, William J. | 111.76 |
| 86-CC-0334 | Dunjill, Beverly | 1,093.36 |
| 86-CC-0343 | Kendor, Losay | 1,575.90 |
| 86-CC-0358 | Minx, James A. | 6,811.41 |
| 86-CC-0441 | Lane, Reba F. | 663.26 |
| 86-CC-0442 | Lindsey, Daniel M. | 663.26 |
| 86-CC-0446 | Walton, Hant L. | 161.45 |
| 86-CC-0508 | Henderson, Ronald | 287.68 |
| 86-CC-0520 | Wright, Margaret H. | 344.13 |
| 86-CC-0528 | Cotton, Arthur L. | 94.27 |
| 86-CC-0562 | Wehrle, Ronald | 32,217.59 |
| 86-CC-0580 | Martin, Karen J. | 2,073.55 |

| | | |
|---|---|---|
| 86-CC-0595 | Lemon, Ralph | 125.69 |
| 86-cc-0621 | Paprzycki, Michael J. | 62.11 |
| 86-CC-0627 | McClean, Terry L. | 95.96 |
| 86-CC-0641 | Felix, Caroline | 14,073.94 |
| 86-CC-0642 | Bertrand, Cathy | 122.71 |
| 86-CC-0643 | Brown, Jimi | 208.78 |
| 86-CC-0645 | Coleman, Carol | 65.83 |
| 86-CC-0678 | Stevens, Robert Eugene | 133.08 |
| 86-CC-0703 | Travis, Terri W. | 2,302.83 |
| 86-CC-0707 | Area Companies, Inc. | 130.00 |
| 86-CC-0758 | Elliott, William R. | 779.30 |
| 86-CC-0759 | Prince, John L. | 95.39 |
| 86-CC-0760 | John, Alan J. | 54.26 |
| 86-CC-0761 | Kleinman, John A. | 50.79 |
| 86-CC-0809 | Rawlings, James | 233.13 |
| 86-cc-0836 | Handy, Edward | 945.72 |
| 86-CC-0886 | Fakroddin, Nabi R. | 124.47 |
| 86-CC-0895 | Terry, Gordon B. | 17.65 |
| 86-CC-0943 | Brady, Denise M. | 499.46 |
| 86-CC-0947 | Genta, Jayne E. | 585.25 |
| 86-CC-0948 | Walker, Melvin R. | 99.32 |
| 86-CC-0954 | Weiss, Susan Dee | 8,420.92 |
| 86-CC-0994 | Meyers, Theresa | 313.22 |
| 86-CC-0996 | Sheppard, Harriet B. | 240.58 |
| 86-CC-0998 | Johnson, Debbie | 163.11 |
| 86-CC-1185 | Smith, Frank J. | 623.42 |
| 86-cc-1199 | Ringo, Eddie | 212.91 |
| 86-CC-1221 | McDonnell, Anna C. | 271.09 |
| 86-CC-1228 | Harms, Kurt | 104.03 |
| 86-CC-1229 | Nourie, Doris | 155.98 |
| 86-cc-1230 | Calhoun, Isadora | 597.25 |
| 86-CC-1231 | Hines, James | 659.63 |
| 86-CC-1296 | Henderson, Armelia | 990.26 |
| 86-CC-1316 | Guinan, Robert F. | 183.23 |
| 86-CC-1325 | McCoy, Ronald E. | 252.33 |
| 86-CC-1426 | Bennett, Robert L. | 152.95 |
| 86-CC-1434 | Knight, Dawn | 144.27 |
| 86-cc-1436 | Russell, Dianna | 243.77 |
| 86-CC-1696 | Ballantini, Luella | 353.48 |
| 86-CC-1755 | Harrell, Phyllis J. | 313.27 |
| 86-CC-1826 | Tullis, Debbie | 109.84 |

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|---|---|---|
| 86-CC-1841 | Tanner, Ruane P. | 262.44 |
| 86-CC-1935 | Judge, Martha T. | 221.83 |
| 86-CC-1973 | Knutsen, Beverly | 394.17 |
| 86-CC-2050 | Kinsella, Donald S. | 308.52 |
| 86-CC-2185 | Toliver, Aaron | 713.67 |
| 86-CC-2234 | Landrus, Willis | 160.16 |
| 86-CC-2278 | Palmore, Darlene | 375.03 |
| 86-CC-2556 | Owens, Edward L. | 9.60 |
| 86-CC-2710 | Mosley, Chris | 417.07 |

## REFUND CASES
## FY 1986

The claims listed below arise out of audits by the Secretary of State and certain other states and Canadian provinces on prorated license fees paid by the Claimants in accordance with certain reciprocal compacts known as the International Registration Plan and the Uniform Prorate Compact. Following the audits, adjustments are made to the amounts due and previously paid. The awards made in the claims listed below are refunds for overpayment of the fees which were found due and owing the Claimants, but which the Secretary of State was unable to make the payments directly due to the exhaustion of available funds.

| | | |
|---|---|---|
| 83-cc-2321 | Bond Warehousing | $ 357.62 |
| 84-CC-2877 | Severin, Glenn A. | 15.00 |
| 85-cc-2423 | Holden, E. W. | 12.00 |
| 85-cc-2444 | Guastella, Frank R. | 58.00 |
| 85-CC-2618 | Laborde, Rene E., Jr. | 30.00 |
| 85-cc-2633 | Cockrum, Bryan | 15.00 |
| 85-cc-2653 | Esparaza, Filiberto | 15.00 |
| 85-CC-2675 | Van Alstine, Robert | 30.00 |
| 85-CC-2712 | Cortez, Francisco, Sr. | 15.00 |
| 85-CC-2735 | Holmes, Sylvester | 15.00 |
| 85-cc-2809 | Spencer, Diane G. | 15.00 |
| 85-cc-2810 | Rankin, Stuart M. | 15.00 |
| 85-cc-2875 | Webb, Phyllis (Gilreath) | 15.00 |
| 85-CC-2910 | Joyce, James J., Jr. | 15.00 |
| 85-CC-2911 | Evanston Hospital | 1,067.00 |
| 86-CC-0054 | Lafferty, Patrick K. | 404.00 |
| 86-CC-0234 | Hunter, Lionel E. | 22.00 |
| 86-CC-0314 | Douglas, Kenneth | 15.00 |
| 86-CC-0471 | Doyle, Robert | 30.00 |
| 86-CC-0565 | Porter, James | 15.00 |
| 86-CC-0572 | Mazour, John | 30.00 |
| 86-CC-0598 | Zierk, Michael J. | 15.00 |

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|---|---|---|
| 86-CC-0632 | Edwards Ready Mix *Co.* | 296.12 |
| 86-CC-0910 | Signal Delivery Service | 1,362.24 |
| 86-CC-1265 | Rasche, Jeffrey A. | 30.00 |
| 86-CC-1267 | Calvin, Catherine | 15.00 |
| 86-CC-1451 | Tulumello, Michael J. | 48.00 |
| 86-CC-2125 | Katz, Sherwin | 50.00 |
| 86-CC-2256 | Koren, David | 48.00 |
| 86-CC-2312 | Prusank, Thomas V. | 15.00 |
| 86-CC-2317 | Fink, Jack | 48.00 |
| 86-CC-2329 | Glenn, Terry L. | 38.00 |
| 86-CC-2518 | Ditschler, Karl | 15.00 |
| 86-CC-2561 | Polk, Shorone C. | 15.00 |
| 86-CC-2579 | Accurate Cartage | 2,250.00 |
| 86-CC-2598 | Sloan, K. Dean | 15.00 |
| 86-CC-2727 | Hantak, Irehne | 48.00 |
| 86-CC-2776 | Springer, Isabell | 24.00 |
| 86-CC-2848 | Ford, Robert | 11.00 |

## MEDICAL VENDOR CLAIMS
## FY 1986

The decisions listed below involve claims filed by vendors seeking compensation for medical services rendered to persons eligible for medical assistance under programs administered by the Illinois Department of Public Aid.

| | | |
|---|---|---|
| 78-CC-0896 | Westlawn Medical Lab, Inc. | $123,731.38 |
| 82-CC-1737 | Treister Orthopaedic Services, Ltd. | 1,193.69 |
| 82-CC-1739 | Treister Orthopaedic Services, Ltd. | (Paid under claim #82-CC-1737) |
| 82-CC-1741 | Treister Orthopaedic Services, Ltd. | (Paid under claim #82-CC-1737) |
| 82-CC-1743 | Treister Orthopaedic Services, Ltd. | (Paid under claim #82-CC-1737) |
| 82-CC-1745 | Treister Orthopaedic Services, Ltd. | (Paid under claim #82-CC-1737) |
| 82-CC-2337 | Treister Orthopaedic Services, Ltd. | (Paid under claim #82-CC-1737) |
| 82-CC-2340 | Treister Orthopaedic Services, Ltd. | (Paid under claim #82-CC-1737) |
| 82-CC-2342 | Treister Orthopaedic Services, Ltd. | (Paid under claim #82-CC-1737) |
| 82-CC-2361 | Treister Orthopaedic Services, Ltd. | (Paid under claim #82-CC-1737) |
| 82-CC-2504 | Mercy Hospital | 15,054.87 |
| 82-CC-2635 | Treister Orthopaedic Services, Ltd. | (Paid under claim #82-CC-1737) |
| 82-CC-2637 | Treister Orthopaedic Services, Ltd. | (Paid under claim #82-CC-1737) |
| 82-CC-2640 | Treister Orthopaedic Services, Ltd. | (Paid under claim #82-CC-1737) |
| 82-CC-2643 | Treister Orthopaedic Services, Ltd. | (Paid under claim #82-CC-1737) |
| 83-CC-0149 | Treister Orthopaedic Services, Ltd. | (Paid under claim #82-CC-1737) |
| 83-CC-0153 | Treister Orthopaedic Services, Ltd. | (Paid under claim #82-CC-1737) |

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|---|---|---|
| 83-CC-0172 | Treister Orthopaedic Services, Ltd. | (Paid under claim #82-CC-1737) |
| 83-CC-0223 | Treister Orthopaedic Services, Ltd. | (Paid under claim #82-CC-1737) |
| 83-CC-0239 | Treister Orthopaedic Services, Ltd. | (Paid under claim #82-CC-1737) |
| 83-CC-0245 | Treister Orthopaedic Services, Ltd. | (Paid under claim #82-CC-1737) |
| 83-CC-0787 | West Suburban Hospital | 731.34 |
| 83-CC-1177 | Treister Orthopaedic Services, Ltd. | (Paid under claim #82-CC-1737) |
| 83-CC-1178 | Treister Orthopaedic Services, Ltd. | (Paid under claim #82-CC-1737) |
| 83-CC-1405 | Illinois Masonic Medical Center | 8,169.84 |
| 83-CC-1406 | Illinois Masonic Medical Center | 8,169.84 |
| 83-CC-2262 | Mercy Hospital | 6,794.91 |
| 83-cc-2585 | Mercy Hospital | 12,215.04 |
| 84-CC-0383 | St. Anthony Hospital | 931.44 |
| 84-CC-0748 | Thompson, Mary, Hospital | 2,541.51 |
| 84-CC-0749 | Glendale Heights Hospital | 826.61 |
| 84-CC-0899 | Roseland Community Hospital | 6,165.36 |
| 84-CC-1055 | St. Bernard Hospital | 4,850.10 |
| 84-CC-1538 | St. Mary's Hospital | 4,214.45 |
| 84-CC-1614 | Mercy Hospital | 19,667.04 |
| 84-CC-1725 | Mercy Center | 3,146.06 |
| 84-CC-2146 | St. Bernard Hospital | 24,555.34 |
| 84-cc-2494 | St. Joseph Hospital | 2,448.00 |
| 84-CC-2555 | Hinsdale Sanitarium | 7,147.62 |
| 84-CC-2772 | St. Elizabeth Hospital | 29.86 |
| 84-CC-2777 | St. Francis Hospital | 4,882.04 |
| 84-cc-2809 | St. Bernard Hospital | 10,736.08 |
| 84-cc-2884 | Columbus, Cuneo, Cabrini Medical Center | 2,258.64 |
| 84-CC-2913 | Cape Girardeau Children's Clinic | 278.00 |
| 84-CC-3167 | Rehabilitation Institute of Chicago | 2,374.72 |
| 84-cc-3239 | Christ Hospital | 9,662.52 |
| 84-cc-3214 | St. Francis Hospital | 2,884.00 |
| 84-cc-3283 | St. Mary's Hospital | 1,208.64 |
| 84-cc-3394 | Gottlieb Memorial Hospital | 2,795.00 |
| 84-cc-3588 | Victory Memorial Hospital | 5,360.77 |
| 84-CC-3617 | St. Elizabeth's Hospital | 218.88 |
| 85-cc-0035 | Chicago, University of | 7,891.63 |

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|---|---|---|
| 85-CC-0094 | Chicago,.University of | 1,396.80 |
| 85-cc-0340 | Easter Seal Center | 700.00 |
| 85-CC-0357 | Smith, Dale M. | 175.00 |
| 85-CC-0394 | Easter Seal Center, Inc. | 240.00 |
| 85-CC-0425 | Swedish Covenant Hospital | 3,916.14 |
| 85-CC-2770 | Gardenview Home | 1,028.50 |
| 85-CC-2948 | Brokaw Hospital | 2,025.03 |
| 86-CC-0785 | St. Anne's Hospital | 3,717.30 |
| 86-cc-1260 | Centralia Ambulance Service, Inc. | 236.00 |
| 86-CC-1509 | United Cerebral Palsy East Central Illinois | 35.48 |
| 86-cc-2168 | McDonough County Rehabilitation Center | 6,487.36 |
| 86-CC-2170 | McDonough County Rehabilitation Center | 638.72 |
| 86-CC-2290 | Ingalls Memorial Hospital | 66.00 |

## CRIME VICTIMS COMPENSATION ACT

Where person is victim of violent crime as defined in the Act; has suffered pecuniary loss of $200.00 or more; notified and cooperated fully with law enforcement officials immediately after the crime; the victim and the assailant were not related and sharing the same household; the injury was not substantially attributable to the victim's wrongful act or substantial provocation; and his claim was filed in the Court of Claims within one year of the date of injury, compensation is payable under the Act.

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## OPINIONS PUBLISHED IN FULL
## FY 1986

(No. 79-CV-0297—Claimant awarded $6,250.00.)

*In re* APPLICATION OF CLEATHER BROWN.

***Opinion filed April* 8,1980.**

***Order filed November* 7,1985.**

CHARLES STEGMEYER, for Claimant.

NEIL F. HARTIGAN, Attorney General (SUE MUELLER and WILLIAM E. WEBBER, Assistant Attorneys General, of counsel), for Respondent.

CRIME VICTIMS COMPENSATION ***Act—murder—loss of support—claim allowed.*** Claim by mother of murder victim for funeral expenses and claim made by victim's mother in behalf of victim's daughter for loss of support allowed, where the victim was sent by the job service to a location to serve as a baby-sitter and was beaten and stabbed to death by the person requesting the baby-sitter.

PER CURIAM

This claim arises out of an incident that occurred on March 16, 1979, in East St. Louis, Illinois. Cleather Brown, for Tameaka Wells, minor, mother of the deceased victim, Cheryle Ramsey, seeks compensation pursuant to the provisions of the Crime Victims Compensation Act, hereafter referred to as the Act. Ill. Rev. Stat. 1977, ch. 70, par. 71 *et seq*.

This Court has carefully considered the application for benefits submitted on the form prescribed by the Court, and an investigatory report of the Attorney General of Illinois which substantiates matters set forth in the application. Based upon these documents and other evidence submitted to the Court, the Court finds:

**1.** That the Claimant's deceased daughter, Cheryle Ramsey, age 16, was a victim of a violent crime as defined in section 2(c) of the Act, to wit: murder (Ill. Rev. Stat. 1977, ch. **38,** par. 9—1).

**2.** That on March **16,** 1979, Cheryle Ramsey was sent by Illinois Job Service to a home in East St. Louis, Illinois, to babysit. This was the victim's first job assignment. The subject who ordered the baby-sitter immediately attacked her, beat and stabbed her to death.

**3.** That the Claimant, Cleather Brown, did not incur funeral and burial expenses as a result of the victim's death. They were billed to a third party.

**4.** That the Claimant, Cleather Brown, seeks compensation for loss of support for Tameaka Wells, age **2,** daughter of the victim.

*5.* That the Claimant, Cleather Brown, has not submitted any evidence before the Court to substantiate the fact that Tameaka Wells was dependent upon the victim for support. The Claimant has produced no evidence to substantiate income of the victim for six months preceding the incident.

6. That section 7(d) of the Act provides for a deduction of $200.00 plus the amount of benefits, payments or awards payable under the "Workmen's Compensation Act," (Ill. Rev. Stat. 1977, ch. 48, par. 138.1, *et seq.*), from local governmental, State or Federal social security benefits and the net proceeds of the first $25,000.00 (twenty-five thousand dollars) of life insurance paid or payable to the Claimant.

7. That the Claimant, Cleather Brown, having not submitted the necessary evidence needed to support her claim for loss of support, has not met a required condition precedent for compensation under the Act.

It is hereby ordered that the claim of Cleather Brown be and is hereby denied.

ORDER'

**HOLDERMAN, J.**

This is a claim under the Crime Victims Compensation Act for funeral expenses incurred by the mother of the deceased, Cleather Brown, and for **loss** of support for decedent's child, Tameaka Wells.

Cheryle Ramsey, age 16 years, was sent by the Illinois Job Service in East St. Louis to a location at which she was to be employed as a baby-sitter. The incident occurred on May 16, 1979. When she arrived at the place where she was to be employed, she was beaten

and stabbed to death by one Sylvester Davis, who had previously called the Job Service to request a baby-sitter be referred to him.

The evidence shows that the decedent was the mother of a child, Tameaka Wells, who was 16 months old at the time of her mother's death.

At Claimant's request, a hearing was held in this matter; at which time certain evidence was introduced showing that the mother of the decedent had paid $750.00 for the funeral bill of Cheryle Ramsey and that decedent had been employed as a baby-sitter and at a drive-in movie facility prior to her death, earning approximately $120.00 per month.

Under the Crime Victims Compensation Act, the Court must consider the following:

1. What amount, if any, should be awarded to the mother of the decedent for the funeral bill;

2. What amount, if any, should be awarded to the child of decedent for loss of support; and

3. What amount, if any, should be awarded to the attorneys for the claim for fees under the Crime Victims Compensation Act.

The commissioner, in his report, finds that the evidence regarding the payment of $750.00 on the funeral bill by the mother of decedent is uncontradicted. He also finds that the evidence the decedent provided the minor child with some support is uncontradicted. The amount of the support provided is somewhat uncertain and ranges from $120.00 per month to $240.00 per month over the period of time of two years prior to decedent's death. The commissioner has recommended an award of $5,000.00 to the minor child for loss of

support. The Act limits recovery to $15,000.00 and it is obvious from the evidence that the employment history of decedent makes a maximum recovery difficult to justify.

The court hereby orders that Cleather Brown be awarded the sum of $750.00 for funeral expenses, that Tameaka Wells, decedent's minor daughter, be awarded $5,000.00, and that counsel for Claimant be awarded $500.00.

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(No. 80-CV-0841—Claimant awarded $7,000.00.)

*In re* **APPLICATION OF STEVEN HOGAN.**

***Order filed March 17,1981.***

***Opinion filed July 27,1984.***

***Amended opinion filed August 7,1985.***

***Order filed November 27,1985.***

JEFFREY GOLDBERG and STEPHEN N. NOVOSAD, for Claimant.

NEIL F. HARTIGAN, Attorney General (MAUREEN CAIN and ALISON **P.** BRESLAUER, Assistant Attorneys General, of counsel), for Respondent.

CRIME VICTIMS COMPENSATION Am—basis ***for determination of loss of support.*** The Crime Victims Compensation Act provides that loss of support shall be determined on the basis of the victim's average net monthly earnings for six months immediately preceding the day of injury or on $500.00 per month, whichever is less.

SAME—***deductions allowed from all claims.*** The amount of benefits, payments or awards payable under the Workers' Compensation Act, Dramshop Act, Federal Medicare, State Public Aid, Federal Social Security Administration burial benefits, Veterans Administration burial benefits, health insurance, or any other source, except annuities, pension plans, Federal Social Security payments payable to dependents of the victim and

net proceeds of the first $25,000.00 of life insurance, and $200.00, except in case of victims 65 years of age or older, must be deducted from all claims.

SAME—*loss of earnings—documentation—burden of proof.* In claim for loss of earnings under Crime Victims Compensation Act, a Claimant must prove loss of earnings by a preponderance of the evidence but is not required to provide official documentation of loss, despite preference for official documentation and Attorney General's right to obtain such documentation.

SAME—*loss of earnings—burden of proof.* Claimant proved loss of earnings by a preponderance of the evidence by use of evidence deposition of employer, where official documentation of income was not available due to failure of Claimant to report income for income tax purposes, but there was no evidence that income was unlawfully obtained.

*SAME—battery—medical expenses—loss of earnings—claim allowed.* Claim for medical expenses and loss of earnings allowed for victim who lost his leg as result of being intentionally struck by car.

POCH, J.

This claim arises out of an incident that occurred on May 27,1979. Steven Hogan, Claimant, seeks compensation pursuant to the provisions of the Crime Victims Compensation Act, hereafter referred to as the Act. Ill Rev. Stat. 1979, ch. 70, par. 71 *et seq*.

This Court has carefully considered the application for benefits submitted on the form prescribed by the Court, and an investigatory report of the Attorney General of Illinois which substantiates matters set forth in the application. Based upon these documents and other evidence submitted to the Court, the Court finds:

1. That the Claimant, Steven Hogan, age 18, was a victim of a violent crime as defined in section 2(c) of the Act, to wit: battery (Ill. Rev. Stat. 1977, ch. 38, par. 12—3).

2. That on May 27, 1979, the Claimant was intentionally struck by a car driven by the offender, whom he did not know. The incident arose from a dispute between the offender and Mr. Darryl Gordon,

the driver of the car in which the Claimant was a passenger. The offender's car repeatedly tried to pass Mr. Gordon's car as both were northbound on Pulaski Avenue. Mr. Gordon stopped his car at 800 S. Pulaski, Chicago, Illinois, to inquire as to why the offender was driving in this manner. The Claimant asked Mr. Gordon to open the trunk of his car and he then went to the trunk. At this time, the offender's car, which was behind Mr. Gordon's vehicle, lurched forward striking the Claimant and pinning him between the cars. The Claimant was taken to St. Anthony's Hospital for treatment. The Claimant suffered the loss of his left leg above the knee as a result of this incident. The offender was charged with reckless conduct and battery but he has fled the jurisdiction of the court.

**3.** That the Claimant seeks compensation for loss of earnings only. All medical/hospital expenses were covered by the Illinois Department of Public Aid.

**4.** That section 2(h) of the Act states that loss of earnings shall be determined on the basis of the victim's average monthly earnings for the six months immediately preceding the date of the injury or on $750.00 per month, whichever is less.

5. That the Claimant alleges that he was employed by Mr. Booker T. Parrow, **4049** W. Monroe, Chicago, Illinois, during the six months prior to the incident. The Claimant has submitted an employer report allegedly completed by Mr. Parrow, listed as Exhibit **A,** which is attached hereto and made a part thereof. The Attorney General's office has been unable to contact Mr. Parrow to verify the information on the report. The attorney for the Claimant is unable to provide any further proof, in the form of the Claimant's income tax return, W2 forms, or a contact with Mr. Parrow, to verify the information

on this report. Based on the lack of verification of the employment information, the Claimant has failed to provide sufficient evidence that he had any earnings in the six months prior to the incident upon which to base loss of earnings.

6. That section 6.1(b) of the Act limits the right of compensation to persons who have suffered a pecuniary loss of $200.00 or more attributable to a violent crime resulting in the injury or death of the victim.

7. That by reason of the Claimant's failure to substantiate his claim for loss of earnings, he has failed to show a pecuniary loss of $200.00 or more as required by section 6.1(b) of the Act.

8. That this claim does not meet a required condition precedent for compensation under the Act.

It is hereby ordered that this claim be, and is hereby denied.

## OPINION

**ROE, C.J.**

The applicant, Steven Hogan, is seeking compensation for loss of earnings pursuant to the provisions of the Crime Victims Compensation Act, hereinafter referred to as the Act. Ill. Rev. Stat. 1979, ch. 70, par. 71 *et seq.*

In an order dated March 17, 1981, this Court, while finding that the applicant had been a victim of a violent crime on May 27, 1979, and had suffered the amputation of his left leg as a result of the crime, also found that the applicant had failed to provide sufficient evidence that he had any earnings in the six months prior to the crime which could form the basis of an award for loss of earnings. We specifically noted that the applicant had

been unable to provide proof, in the form of the applicant's income tax return, W2 forms, or a contact with the 'applicant's alleged employer to verify his alleged employment during the requisite time period. Since the applicant failed to substantiate that he was employed and had earnings during the relevant time period, he failed to prove his claim for loss of earnings and was therefore denied compensation for failing to show a pecuniary loss of $200.00 or more as required by section 6.1 of the Act.

Following the issuance of the March 17, 1981, order, the applicant timely filed a petition pursuant to the Act requesting a hearing before a commissioner. Hearings were subsequently held and the commissioner has duly filed his report with the Court.

The issue before this Court is whether the applicant, through evidence presented following the issuance of the March 17, 1981, order denying this claim, has now sufficiently substantiated that he had earnings during the six months prior to the crime which may form the basis for an award for loss of earnings. The Court has carefully considered the commissioner's report, briefs filed by both parties, the evidence deposition of the applicant's alleged employer and other documents submitted concerning this claim.

The applicant contends that sufficient proof of earnings during the relevant time period has been presented to merit the granting of an award. This contention primarily relies on information set forth in the evidence deposition of Booker T. Parrow, the applicant's alleged employer. On direct examination in the deposition Mr. Parrow stated that he was engaged in the business of wrecking and scavenging, had employed the applicant for approximately a year prior to the crime

which caused the applicant's injury, and had paid the applicant about $150.00 a week in cash while the applicant was in his employment. Mr. Parrow further revealed that he did not withhold any taxes from the wages payed to the applicant and did not keep any **books** or records in his business.

Cross-examination at the deposition primarily dealt with discrepancies between testimony of Mr. Parrow on direct examination and an employer documentation form bearing Mr. Parrow's signature which was dated October **25,** 1980. The discrepancies concerned the period of time the applicant allegedly. worked for Mr. Parrow and the rate of wages the applicant was paid. While attempting to explain the discrepancies, Mr. Parrow revealed that he had signed the form, but that his daughter had filled it out at his direction because he had difficulty reading.

The State first contends that the primary issue before the Court is whether the Attorney General, pursuant to his statutory authority to investigate crime victims' claims, can require official documentation of past earnings to substantiate a claim by a crime victim. It is the State's position that substantiation of a claim for loss of earnings requires official documentation of past earnings pursuant to section **4** of the original Crime Victims Compensation Act and sections 7.1(a)(8), (a)(9), and (b) of the amendatory provisions of the Act. Said section **4** merely defines pecuniary loss. Nothing therein can be construed to require any type or amount of documentation of past earnings. Sections 7.1(a)(8), (a)(9), and (b) read as follows:

**"77.1.Contents** of **application for compensation** 7.1(a). **The application shall set out:**

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8. releases authorizing the surrender to the Court of Claims or the Attorney General of reports, documents and other information relating to the matters specified under this Act and rules promulgated in accordance with the Act.

9. such other information as the Court of Claims or the Attorney General reasonably requires.

b. The Attorney General may require that materials substantiating the facts stated in the application be submitted with the application." (Ill. Rev. Stat. 1979, ch. 70, pars. 77.1(a)(8), (a)(9), (b).)

It seems abundantly clear to us that the above quoted provisions of the Act refer to what the application shall contain and what the Attorney General may seek and obtain in conducting his investigation. Nothing therein can be construed as specifying what constitutes the applicant's burden of proof. There is no issue, the State's statement in its memorandum to the contrary, as to whether the Attorney General can require official documentation of past earnings to substantiate such a claim. The Attorney General can. However, what the Attorney General can require and what the sufficiency of proof of entitlement is are two different things.

The State essentially raised four arguments in support of its contention that official documentation is required. First, it argued that the principles **of** federalism and policy require that income produced in violation of Federal tax laws be denied recognition by a State judicial body. We would tend to agree with that argument. However, it has not been shown conclusively that the applicant here violated any Federal tax laws. Many scenarios can be envisioned based on the evidence in the record, and without more, which totally exculpate the applicant.

Second, it was contended that the legislative history of the Crime Victims Compensation Act evidences the preference **of** the legislature to confine awards to law abiding citizens. We cannot deny this, but do question its

relevancy here. Nowhere is it alleged or implied that the applicant's alleged job was anything but lawful. It is still legal to be paid in legal tender for services rendered. Again, the Respondent has not shown that the applicant has violated any law. Moreover, if it is the Attorney General's position that the applicant violated a State tax law, it is within his powers and duties to seek enforcement through prosecution and/or collection. Governmental liens have been upheld in proceedings under the Act. ***Gettis*** v. ***State*** (1975), 30 Ill. Ct. Cl. 922.

The third argument made was that previous decisions of this Court have demonstrated a preference that official documentation of past earnings be utilized in loss-of-earnings and loss-of-support claims. This Court, however, has not heretofore required that such official documentation must be submitted in support of a claim for loss of earnings. We have determined that "competent evidence" must be submitted to support an award for loss of earnings. *(In re Application of Johnson* (1975), 30 Ill. Ct. Cl. 803.) However, "competent evidence" is simply upon what we base our decisions as to issues of fact.

Adequacy of tendered proof in loss-of-earnings claims is a question of fact for this Court to determine. While the Act is silent concerning the degree of proof required to prove a claim for loss of earnings, this Court has said that such a claim must be proved by a preponderance of the evidence. ***(In re Application of Sole*** (1976), 31 Ill. Ct. Cl. 713.) A proposition proved by a preponderance of the evidence has been described as one that is probably more true than not. ***(Estate of Ragon*** (1979), 79 Ill. App. 3d 8, 398 N.E.2d 198, 203.) The presentation of official documentation of past earnings makes it easier for the Court to determine

whether an applicant has proved a claim for loss of earnings by a preponderance of the evidence. However, other evidence may be considered in deciding whether an applicant has met his or her burden of proof. Indeed, this Court has previously made an award for loss of earnings without requiring the presentation of official documentation. *In re Application of Moy* (1976), 31 Ill. Ct. Cl. 733.

The last argument in support of the contention that official documentation is required was that denial of the Attorney General's right to require official income documentation will vitiate his ability to fulfill the statutory mandate for complete investigations of claims. This opinion is not to be construed in any way as limiting the Attorney General's authority to require any documentation. Again, that is not at issue here. We are not requiring the Attorney General to accept any type of evidence. If the Attorney General feels, after due investigation, that the claim has not been substantiated to his satisfaction he may say so in his report and recommend denial. The applicant has a right to have this Court hear what evidence he or she has, and, based on that evidence, render a decision on what must be a factual determination. All we are saying is that the inability of the applicant to supply what the Attorney General has a statutory right to request in the course of his investigation is not ***per se*** grounds for denial of the claim.

The Respondent also contends that even if presentation of official documentation is not required, we should reject the deposition testimony of Mr. Parrow because of discrepancies between that testimony and the previously submitted employer documentation form. We disagree with this contention. Mr. Parrow did

attempt to explain that the discrepancies were due to his inability to read well and to his poor memory regarding dates. It should be noted that the employer documentation form was filled out more than a year after the applicant was employed by Mr. Parrow. This lapse of time, along with Mr. Parrow's failure to keep accurate business records, his poor memory, and his inability to read well, may explain the inaccuracies on the employer documentation form. Furthermore, that Mr. Parrow testified subject to penalties regarding his failure to keep accurate business and tax records is a persuasive reason to not reject his testimony outright.

**As** was stated earlier in this opinion, claims for loss of earnings must be proved by a preponderance of the evidence and a proposition proved by a preponderance of the evidence is one that is probably more true than not. While the deposition testimony of Mr. Parrow, concerning his employment of the applicant and the discrepancies regarding the employment documentation form, was not always clear, we are pursuaded that it is more true than not that the applicant was employed by Mr. Parrow during the six months prior to the crime and earned approximately $150.00 a week during the relevant period of employment.

Having determined that the applicant was employed and had earnings during the six months prior to the crime, which may form the basis of an award for loss of earnings, an issue still exists regarding the amount of compensation for loss of earnings that should be awarded. The record fails to indicate the length of time the applicant was unable to work due to his injury and whether the applicant received unemployment compensation or other benefits that could be set off from an award for loss of earnings. We therefore find that this

matter must be sent to a commissioner for the purposes of hearing evidence and making a recommendation concerning the amount of compensation for loss of earnings the applicant is entitled to receive.

It is hereby ordered that this cause be set for hearing before a commissioner for the purposes set forth above.

## AMENDED OPINION

POCH, J.

This claim arises out of an incident that occurred on May 27,1979. Steven Hogan, Claimant, seeks compensation pursuant to the provisions **of** the Crime Victims Compensation Act, hereafter referred to as the Act. Ill. Rev. Stat. 1977, ch. 70, par. 71 ***et*** *seq*.

On March 17, 1981, this Court entered an order dismissing the Claimant's cause for Claimant's failure to provide sufficient documentation to establish a loss under the Act. The Claimant filed a timely petition requesting **a** hearing before the Court of Claims. Both parties filed briefs as to the issue of employment subsequent to the evidence deposition of Mr. Booker T. Parrow. On July 27, 1984, this Court issued an order in which it found the Claimant had established that, during the six months immediately preceding the incident, he had been employed and earned approximately $150.00 per week.

The Court has carefully considered the application for benefits submitted on the form prescribed by the Court, an investigatory report submitted by the Attorney General of Illinois, this Court's previous opinion, and the stipulation entered into by the Claimant and the Attorney General following an investigation, all

of which substantiate the matters set forth in the application. Based upon these documents and other evidence submitted to the Court, the Court finds:

**1.** That the Claimant for compensation is Steven Hogan, of **1617** South Drake, Chicago, Illinois. The Claimant was **18** years of age at the time of the incident.

2. That on May **27, 1979,** the Claimant was intentionally struck by a car driven by the offender, whom he did not know. The incident arose from a dispute between the offender and Mr. Darryl Gordon, the driver of the car in which the Claimant was a passenger. The offender's car repeatedly tried to pass Mr. Gordon's car as both were northbound on Pulaski Avenue. Mr. Gordon stopped his car at **800** South **Pulaski,** Chicago, **Illinois, to inquire why the offender** was driving in this manner. The Claimant asked Mr. Gordon to open the trunk of his car and he then went to the trunk. At this time, the offender's car, which was behind Mr. Gordon's vehicle, lurched forward striking the Claimant and pinning him between the cars. The Claimant was taken to St. Anthony's Hospital for treatment. The Claimant suffered the loss of his left leg above the knee as a result of this incident. The offender was charged with reckless conduct and battery but he has fled the jurisdiction of the court.

**3.** That the Claimant seeks compensation for loss of earnings and medical expenses.

**4.** That per this Court's opinion of July **27, 1984,** it has been established that the Claimant was employed by Mr. Booker T. Parrow, **4049** West Monroe, Chicago, Illinois, prior to the injury and that his average monthly earnings were **$600.00**.

**5.** That the Claimant began working for Central Orthopedic Appliances one year subsequent to his injury.

6. That section **4** of the Crime Victims Compensation Act, (Ill. Rev. Stat. **1977,** ch. **70,** par. **74)** states that loss of earnings shall be determined on the basis of the victim's average monthly earnings for the six months immediately preceding the date of the injury or on *$500.00* per month, whichever is less.

**7.** That based upon $500.00 per month, the maximum compensation for loss of earnings for one year is $6,000.00.

8. That at the time of his injury, Claimant incurred medical/hospital expenses which were paid by public aid. Claimant subsequently incurred a medical expense of $1,200.00 for a prosthetic appliance necessitated by the incident. Claimant has paid $1,200.00 towards this balance.

9. That pursuant to section 10.1(e) of the Act, this Court must deduct $200.00 from all claims, (except in the case of an applicant 65 years of age or older) and the amount of benefits, payments or awards payable under the Workers' Compensation Act, Dramshop Act, Federal Medicare, State Public Aid, Federal Social Security Administration burial benefits, Veterans Administration burial benefits, health insurance, or from any other source, except annuities, pension plans, Federal Social Security payments payable to dependents **of** the victim and the net proceeds of the first $25,000.00 (twenty-five thousand dollars) of life insurance that would inure to the benefit of the applicant.

10. That the Claimant has received nothing in reimbursements that can be counted as an applicable deduction.

**11.** That all necessary documents were timely filed.

12. That the Claimant is entitled to **an** award based on the following:

| | |
|---|---|
| Compensable Loss of Earnings | $6,000.00 |
| Net Medical/Hospital Expenses | 1,200.00 |
| Total | $7,200.00 |
| Less $200.00 Deductible | – 200.00 |
| Total | $7,000.00 |

It is hereby ordered that the sum of $7,000.00 (seven thousand dollars and no cents) be and **is** hereby awarded to Steven Hogan, an innocent victim **of** a violent crime.

## ORDER

Poch, J.

This cause coming to be heard upon the petition of Jeffrey M. Goldberg, Ltd., attorney, for the Claimant, Steven Hogan, seeking fees in the above-captioned matter for services rendered on behalf of the Claimant, due notice being given and the Court being fully advised finds:

That this Court on August 7, 1985, awarded the Claimant, Steven Hogan, seven thousand ($7,000.00) dollars as an innocent victim of a violent crime.

Pursuant to section **12,** of the Crime Victims Compensation Act, (Ill. Rev. Stat. **1983,** ch. 70, par. **82)** no fee may be charged to the Claimant under the Act except that the attorney may charge the Claimant for

representing the Claimant at the hearing an amount to be determined by the Court as reasonable.

The Court has carefully reviewed the petition for fees and the report of the Commissioner and finds that the sum of fourteen hundred ($1,400.00) dollars is a reasonable amount pursuant to the work performed in preparation for and representation at the hearing.

It is hereby ordered:

That Jeffrey M. Goldberg, attorney for Claimant, Steven Hogan, be compensated in the sum of fourteen hundred ($1,400.00) dollars out of the award to Claimant, Steven Hogan, of seven thousand ($7,000.00) dollars.

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(No. 82-CV-0433—Claim denied.)

*In re* APPLICATION OF JANICE WINTROL.

*Order filed October 18, 1983.*

*Opinion filed October 18, 1985.*

JANICE WINTROL, *pro se,* for Claimant.

NEIL F. HARTIGAN, Attorney General (FAITH S. SALSBURG, Assistant Attorney General, of counsel), for Respondent.

CRIME VICTIMS COMPENSATION *Am—award will be reduced according to victim's contribution to injury.* The Crime Victims Compensation Act provides that the award of compensation shall be reduced to the extent to which any criminal conviction or conduct of the victim may have directly or indirectly contributed to the injury or death of the victim (Ill. Rev. Stat. 1979, ch. 70, par. 80.1).

*SAME—wrongful conduct—sexual assault during drug transaction—fall from second story—claim denied.* Claim of victim of sexual assault, who was injured when she fell from second story of building while attempting to escape from attacker, was denied, where evidence indicated that Claimant

**was engaged in the act of purchasing illegal drugs immediately prior to criminal assault upon her.**

POCH, J

This claim arises out of an incident that occurred on August 25, 1981. Janice Wintrol seeks compensation pursuant to the provisions of the Crime Victims Compensation Act, hereafter referred to as the Act. Ill. Rev. Stat. 1979, ch. 70, par. 71 ***et seq.***

This Court has carefully considered the application for benefits submitted on the form prescribed by the Attorney General, and an investigatory report of the Attorney General of Illinois which substantiates matters set forth in the application. Based on these documents and other evidence submitted to the Court, the Court finds:

1. That on August ***25,*** 1981, the Claimant fell from the second story window of an apartment building as she attempted to escape from three offenders who had sexually assaulted her. The incident occurred at 4934 North Kedzie, Chicago, Illinois, and the Claimant was treated for her injuries at Swedish Covenant Hospital. The Claimant related to police officers investigating the incident that she had gone to the above location with the intent to purchase narcotics for some acquaintances. It was during this transaction that she was forced into a second floor apartment and sexually assaulted.

2. That the Claimant seeks compensation for medical/hospital expenses and loss of earnings.

**3.** That section **10.1** of the Act indicates factors used to determine entitlement to compensation. Specifically, section 10.1(d) of the Act states that an award shall be reduced according to the extent to which any prior criminal conviction or conduct of the victim may have

directly or indirectly contributed to the injury or death of the victim.'

**4.** That it appears from the investigatory report and the police report that the Claimant's injury was substantially attributable to her involvement in the illegal act of distributing narcotics.

**5.** That without addressing the merits of other issues raised in the investigatory report, the Claimant's conduct in distributing narcotics contributed to her injury to such an extent as to warrant that the Claimant be denied entitlement to compensation.

**6.** That the Claimant has not met a required condition precedent for compensation under the Act.

It is hereby ordered that this claim be, and is hereby denied.

## OPINION

**PATCHETT,** J.

This is a claim brought by Janice Wintrol, Claimant, under the provision of the Crime Victims Compensation Act. Findings of fact: On August **25, 1981,** Claimant fell from the second story of a building located at **4934** North Kedzie, Chicago, Cook County, Illinois. She fell as she was attempting to escape three offenders who had sexually assaulted her.

There is little evidence as to why the Claimant was at the vicinity of the crime prior to her injuries. She testified that she had gone there in the course of her employment to run errands for her employer, Attorney Marshall Teichner. Detective Stone of the Chicago Police Department testified that he interviewed the Claimant in the emergency room of the hospital on the

morning of August 26, 1981. At that time the Claimant indicated that she had been in the vicinity of the crime in order to purchase drugs or narcotics.

From examination of the Claimant's testimony, and the impeachment brought out during the hearing before the commissioner, it was apparent that there were several inconsistencies in the testimony of the Claimant. We believe that the preponderance of the evidence indicated that the Claimant was engaged in the act of purchasing illegal drugs immediately prior to the criminal assault upon her. Section 10.1(d) of the Crime Victims Compensation Act, as it was in force at the time of the incident, reads as follows:

"(d)an award shall be reduced according to the extent to which any criminal conviction or conduct of the victim may have directly or indirectly contributed to the injury **or** death **of** the victim;"

We feel that the **prior** criminal conduct of the victim either directly or indirectly contributed to her injuries in this case. We feel that the award should be reduced completely, and in effect denied, because of the Claimant's prior criminal conduct.

Therefore, it is the judgment of this Court that this claim be and hereby is denied.

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(No. 82-CV-0721—Claimant awarded $426.30.)

***In re* APPLICATION OF JAMES POWELL.**

***Order filed March 28,1983.***
***Opinion filed October 24,1985.***

JAMES **POWELL, *pro* se,** for Claimant.

NEIL F. HARTIGAN, Attorney General (FAITH S. SALSBURG, Assistant Attorney General, of counsel), for Respondent.

CRIME VICTIMS COMPENSATION ***Am—stabbing—claim for lost wages allowed in part.*** Claimant, who was stabbed in the eye by an unknown offender, was granted an award for lost wages during two months following the injury, but the claim for continued lost wages was denied because he failed to prove that he was unable to work after that two-month period.

POCH, J.

This claim arises out of an incident that occurred on August 16, 1981. James Powell seeks compensation pursuant to the provisions of the Crime Victims Compensation Act, hereafter referred to as the Act. Ill. Rev. Stat. 1979, ch. 70, par. 71 et *seq*.

This Court has carefully considered the application for benefits submitted on March 11, 1982, on the form prescribed by the Attorney General, and an investigatory report of the Attorney General of Illinois which substantiates matters set forth in the application. Based upon these documents and other evidence submitted to the Court, the Court finds:

1. That the Claimant alleges that on August 16, 1981, he was stabbed in the eye by two unknown offenders during the course of **a** robbery. The alleged incident occurred on the street at 56th and Racine, Chicago, Illinois. Medical records from Cook County Hospital indicate the Claimant was brought into the hospital on August 16,1981, for treatment of a laceration to the face.

However, records from the Chicago Police Department indicate that the police were summoned twice to the Claimant's home on the evening of the alleged incident in answer to complaints. The police department has no record that a crime occurred and the Claimant

has failed to furnish proof that a crime has been committed.

2. That in order for a Claimant to be eligible for compensation under the Act, there must be evidence of one of the violent crimes specifically set forth under section 2(c) of the Act.

**3.** That the Claimant has failed to show that the injuries sustained were as a result of one of the violent crimes specifically set forth under section 2(c) of the Act.

**4.** That the Claimant has not met a required condition precedent for compensation under the Act.

It is hereby ordered, that this claim be, and is hereby denied.

## OPINION

PATCHETT, J.

This claim arises out of an incident that occurred on August **16, 1981.** James Powell seeks compensation pursuant to the provisions of the Crime Victims Compensation Act, hereinafter referred to as the Act. Ill. Rev. Stat. **1979,** ch. **70,** par. **71** ***et seq***.

This Court entered an order on March 28, **1983,** denying the claim. The Claimant thereafter requested a hearing.

The parties agree that on August **16, 1981,** Claimant was stabbed in his right eye by an unknown offender. He was hospitalized from August **16, 1981,** to August **21, 1981.** All of his medical bills were paid by the Illinois Department of Public Aid.

The sole issue presented to this Court is the amount of time Claimant was disabled and incapable of working as a result of the crime.

The evidence clearly shows that the Claimant suffered a permanent injury to his right eye. This injury was a very serious one, leaving him with poor vision in his eye and a loss of depth perception.

Prior to the incident, Claimant worked occasionally, on a part-time basis, for the Pepsi-Cola Company. Pepsi's practice was to call persons, such as the Claimant, for work during busy times. They would employ them for less than 30 days and then lay them off. Claimant had been called to work at Pepsi on seven different occasions prior to the incident on August 16, 1981. The parties agree that Pepsi was not required to employ the Claimant at any time, since Claimant never obtained union seniority.

The parties further agreed that the Claimant was totally disabled and unable to work from August 16, 1981, to October 10, 1981. This was a period of two months and 16 working days. During the six months immediately preceding the crime, Claimant's average monthly earnings were $229.63. His loss of earnings during the agreed period was $626.30 based on the immediate six months prior.

The Claimant's doctor, Dr. Stephen Lewin, wrote a letter on November 10, 1981, stating that the Claimant "is fully able to return to his duties at his job.''

Since his medical treatment has been concluded, the Claimant returned to work for Pepsi in November 1981 for 2½ to .three weeks; in December 1981 for two weeks; in February 1982 for two weeks; and in April 1982 for two weeks. From April 1982, to March 1984, Claimant

received unemployment compensation benefits. He drove an automobile during this period.

The Claimant has admitted that the Pepsi supervisors had failed to call him back to work as a matter of preference and not because of a lack of physical ability.

Therefore, the Court feels that the Claimant has failed to prove that he is unable to work because of physical inability.

Therefore, this court awards the Claimant his lost earnings of $626.30, less the $200.00 deductible required by section 10.1(e) of the Act. This will make a net award of $426.30.

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(No. 83-CV-0262—Claimant awarded $3,909.65.)

*In re* APPLICATION OF DELBERT DAVIS.

***Order filed October*** 20,1982.

***Order filed November*** 19,1982.

***Opinion filed April*** 6,1984.

***Opinion filed January*** 21,1986.

**BRUCE D.** WELLMAN, for Claimant.

**NEIL F. HARTIGAN,** Attorney General **(FAITH S. SALSBURG,** Assistant Attorney General, of counsel), for Respondent.

CRIME VICTIMS COMPENSATION—***Am—murder—funeral expenses—claim allowed.*** Award of funeral expenses was allowed to the husband of a victim who was abducted and murdered during course of an armed robbery.

SAME—*loss* ***of support—burden of proof.*** Party seeking recovery for damages has burden of establishing existence of injury and reasonable basis for determining value of injury which may not be based on conjecture or speculation.

SAME—*loss* of ***support—claim allowed.*** Claim for loss of support based on evidence that victim earned *$56.00* during six months prior to her murder was allowed.

SAME—*loss* of ***support—business income—claim denied.*** Claim for **loss** of support based on accountant's testimony that victim's business showed profit during six months prior to her murder was denied, where victim's income tax records showed net loss for same period.

**ROE,** C.J.

This cause coming on to be heard on the petition of Delbert Davis for an extension of time to file documents to claim benefits under the Crime Victims Compensation Act, hereinafter referred to as the Act. Ill. Rev. Stat., ch. 70, par. 71 et *seq.*

The Court hereby finds:

1. Section 6.1 of the Act provides in pertinent part that a person is entitled to compensation under the Act if:

"(a) within 6 months of the occurrence of the crime he files a notice of intent to file a claim with the Attorney General and within one year of the occurrence of the crime upon which the claim is based, he files an application, under oath with the Court of Claims. . . . Upon good cause shown, the Court of Claims may extend the time for filing the notice of intent to file a claim and application for a period not exceeding one year;"

**2.** The crime was alleged to have occurred on August ***5,*** 1978.

**3.** The notice of intent was filed on August 30,1980.

**4.** The application was filed on September 20,1982.

5. The petition at bar was filed on September **20,** 1982.

**6.** Pursuant to the section of the Act quoted above we have authority only to extend the filing time for a period not to exceed February 25,1980, for the notice of intent and August 25, 1980, for the application.

**7.** We are therefore constrained by operation of law to deny this petition.

Wherefore, it is hereby ordered that this petition be, and hereby is, denied.

ORDER

ROE, C.J.

This cause coming on to be heard on the Court's own motion and the Court being fully advised in the premises;

It is hereby ordered that the order entered in this cause on October **20, 1982,** be, and hereby is, vacated; it is further ordered that applicant's petition for an extension of time to file documents to claim benefits under the Act be, and hereby **is,** granted.

OPINION

POCH, J.

This claim arises out of an incident that occurred on August **25,1978.** Delbert Davis, husband of the deceased victim, Clifty Davis, seeks compensation pursuant to the provisions of the Crime Victims Compensation Act, hereafter referred to as the Act. Ill: Rev. Stat. **1977,** ch. **70,** par. **71** ***et seq***.

This Court has carefully considered the application for benefits submitted on September **20, 1982,** on the form prescribed by the Court, and an investigatory report of the Attorney General of Illinois which substantiates matters set forth in the application. Based upon these documents and other evidence submitted to the Court, the Court finds:

**1.** That Clifty Davis, age **43,** was a victim of a violent crime as defined in section 2(c) of the Act, to wit: murder (Ill. Rev. Stat. **1977,** ch. **38,** par. **9—1).**

**2.** That on August 25, **1978,** the victim was abducted during the course of an armed robbery of The Other Place Tavern that she and her husband operated. The victim's body was found in her car several hours later. The coroner found that the victim's death resulted from a fractured skull and multiple gunshot wounds to the head. The offender was apprehended and convicted of murder. A second offender was convicted of a lesser charge.

**3.** That the Claimant seeks compensation for funeral and burial expenses and for loss of support for himself and the victim's children, Theresa, age **13,** Debbie, age **16,** and Tom, age **8.**

**4.** That the Claimant incurred funeral and burial expenses in the amount of **$4,649.75,** of which $2,000.00 is compensable under the Act.

5. That the Claimant has not submitted any evidence before the Court to substantiate the fact that he and the victim's children were dependent upon the victim for support.

**6.** That pursuant to section 7(d) of the Act, this Court must deduct $200.00 from all claims plus the amount of benefits, payments or awards payable under the Workmen's Compensation Act, (Ill. Rev. Stat. **1977,** ch. **48,** par. **138.1** ***et seq.***), from local governmental, State or Federal funds or from any other source, except annuities, pension plans, Federal social security benefits and the net proceeds of the first $25,000.00 (twenty-five thousands dollars) of life insurance paid or payable to the Claimant.

7. That the Claimant has received no reimbursements as a result of the victim's death that can be counted as applicable deductions.

8. That the Claimant has complied with all pertinent provisions of the Act and qualifies for compensation thereunder.

9. That the Claimant is entitled to the maximum statutory award of $2,000.00 for funeral and burial expenses.

10. That the Claimant, having not submitted the necessary evidence needed to support his claim for loss of support, has not met a required condition precedent for compensation under that provision of the Act.

It is hereby ordered that the sum of $2,000.00 (two thousand dollars) be and is hereby awarded to Delbert Davis, husband of Clifty Davis, an innocent victim of a violent crime.

## OPINION

**MONTANA,** J.

This claim is before the Court on review of the opinion rendered on April 6, 1984. In said opinion the Claimant, Delbert Davis, was granted an award pursuant to the Crime Victims Compensation Act, hereinafter referred to as the Act, of $2,000.00 for funeral expenses incurred due to the death of the crime victim, his wife, Clifty Davis. The opinion denied the Claimant's request for loss of support for himself and the couple's minor children due to his failure to submit the necessary evidence needed to substantiate the alleged loss of support. The Claimant thereafter requested that a hearing be held concerning the claim for loss of support.

The request was granted and a hearing was held before a commissioner on September 13, 1984. Both parties have filed briefs and the commissioner has filed his report. The matter is now before the Court for a decision.

On August 25, 1978, Clifty Davis was abducted during the course of an armed robbery at The Other Place Tavern. The Other Place Tavern was a restaurant/tavern owned and operated by the Claimant and the victim. The victim's body was found in her car several hours later. The coroner found that the victim's death resulted from a fractured skull and multiple gunshot wounds to the head. The two offenders were subsequently apprehended. One offender was convicted of murder and the other of a lesser charge.

The documentation submitted in support of the Claimant's application for benefits showed that the Claimant had incurred funeral and burial expenses in the amount of $4,649.75. Section 2(h) of the Act provides, in part, that Claimants may recover for "Funeral and burial expenses to a maximum of $2,000.00." Claimant was, pursuant to this Court's opinion of April 6, 1984, awarded the maximum available amount for funeral and burial expenses, $2,000.00.

The tax return for the year of 1978 submitted by the Claimant relevant to his claim of loss of support for himself and the couple's minor children showed that the business owned by the victim and Claimant had sustained a loss in 1978 and reported no other source of earned income. Since the victim had no earnings during the six months prior to the crime, the claim for loss of support was denied pursuant to section 4 of the Act.

Subsequent to the April **6, 1984,** opinion the Claimant provided information which showed that the victim had earned **$56.00** during the six months preceding the crime. The State has agreed that Claimant is, therefore, entitled to a sum of **$1,909.65** under the Act for loss of support based on applicable provisions of the Act.

The sole question remaining is whether or not the accounting computations as made by Mr. Gerald Medlar, an accountant residing in Oregon, Illinois, should be given consideration to reflect a greater profit margin earned by the victim during the six months preceding the crime. The accountant's analysis of the tax returns and monthly profit-and-loss statements of the business for the years prior to and subsequent to the incident resulting in the death **of** Mrs. Davis, revealed that said returns and statements did not follow generally accepted accounting practices and that certain items of expenditures were written off as ordinary expenses. instead of allocating the same to real or personal capital assets, whereby they could have been depreciated in the normal fashion. Claimant and his accountant maintain that the net result of the improper accounting method was to understate profits, and now propose to correct the alleged error in order to support the claim before the Court. There is no evidence that amended income tax returns were filed reflecting the correct accounting procedure.

This Court has found that a Claimant has the burden of proving dependency and the income of the decedent by a preponderance of the evidence. ***(In re Application*** of ***Sole*** (1976), **31** Ill. Ct. Cl. **713, 715.) As** a general rule in Illinois, the party seeking to recover damages has the burden of establishing both the fact

that he has been injured and a reasonable basis for determining the money value of those injuries. (***Ashe v. Sunshine Broadcasting Corp.*** (1980), 90 Ill. App. 3d 97, 101, 412 N.E.2d 1142, 1145; ***Brewer v. Custom Builders Corp.*** (1976), 42 Ill. App. 3d 668, 677, 356 N.E.2d 565, 573.) Further, damages may not be awarded on the basis of conjecture or speculation. ***Alover Distributors, Znc. v. Kroger*** Co. (1975), 513 F.2d 1137, 1141; ***Schoeneweis v.*** Herrin (1982), 110 Ill. App. 3d 800, 443 N.E.2d 36.

It is the opinion of this Court that the evidence does not support Claimant's allegation that the maximum award for loss of support under the Act should be awarded in this claim. To make such an award the Court would have to engage in speculation since there is no way for the Court to determine the exact amount of business profit that was reinvested by the victim that would have, in the future, been used to support her dependents. We do find, however, that the Claimant is entitled pursuant to the stipulation made by Respondent at the time of the hearing and reaffirmed in the brief filed herein by the Respondent, to an award for loss of support in the amount of $1,909.65.

Wherefore, it is hereby ordered that Delbert Davis, be and hereby is awarded for the loss of support incurred by him and his children, the sum of $1,909.65.

(No. 84-CV-0015—Claimant awarded $15,000.00.)

*In re* APPLICATION OF DONALD BOLTE.

*Opinion filed January 17,1984.*

*Amended Opinion filed June 20,1984.*

*Order filed February 14,1986.*

*Order filed May 23,1986.*

DONALD BOLTE, *pro se*, for Claimant.

NEIL F. HARTIGAN, Attorney General (FAITH S. SALSBURG, Assistant Attorney General, of counsel), for Respondent.

*CRIME VICTIMS COMPENSATION ACT—basis for determination of* loss *of support.* The Crime Victims Compensation Act provides that loss of support shall be determined on the basis of the victim's average net monthly earnings for six months immediately preceding the date of injury or on $750.00 per month, whichever is less.

***SAME—deductions allowed from all claims.*** The amount of benefits, payments or awards payable under the Workers' Compensation Act, Dramshop Act, Federal Medicare, State Public Aid, Federal Social Security Administration burial benefits, Veterans Administration burial benefits, health insurance, or any other source, except annuities, pension plans, Federal Social Security payments payable to dependents of the victim and net proceeds of the first $25,000.00 of life insurance, and $200.00, except in the cases of victims 65 years of age or older, must be deducted from all claims.

***SAME—awards may be made payable jointly to claimant and provider*** of ***services.*** Section 18(c) of the Crime Victims Compensation Act allows Court of Claims to order that all or portion of award be paid jointly to applicant and provider of services (Ill. Rev. Stat. 1979, ch. 70, par. 88(c)).

***SAME—aggravated battery—shooting—medical expenses—loss of earnings—deductions—joint award—claim allowed.*** Award for medical expenses issued jointly to Claimant and medical provider, and award for loss of earnings allowed, where victim was rendered quadriplegic as result of being shot in an apparent robbery attempt by unknown offender.

POCH, J.

This claim arises out of an incident that occurred on April 28,1983. Donald Bolte, Claimant, seeks compensation pursuant to the provisions of the Crime Victims

Compensation Act, hereafter referred to as the Act. Ill. Rev. Stat. **1979,** ch. **70,** par. **71** ***et seq***.

This Court has carefully considered the application for benefits submitted on July **6, 1983,** on the form prescribed by the Attorney General, and an investigatory report of the Attorney General of Illinois which substantiates matters set forth in the application. Based upon these documents and other evidence submitted to the Court, the Court finds:

**1.** That the Claimant, Donald Bolte, age **41,** was a victim of a violent crime as defined in section 2(c) of the Act, to wit: aggravated battery. Ill. Rev. Stat. **1979,** ch. **38,** par. **12—4.**

**2.** That on April **28, 1983,** the Claimant was shot during an apparent robbery attempt by an unknown offender. The incident occurred while the Claimant was on the porch of **652** Henry, Joliet, Illinois. The Claimant was taken to Silver Cross Hospital for treatment of a severe gunshot wound. The Claimant is quadriplegic as a result of the injuries suffered in this shooting. A suspected offender has been apprehended and is being prosecuted.

**3.** That the Claimant seeks compensation for medical/hospital expenses and for loss of earnings.

**4.** That as of September **2, 1983,** the Claimant had incurred medical/hospital expenses in the amount of **$90,347.39, $74,384.95** of which was paid by insurance and **$9,895.89** of which will be covered by Public Aid, leaving a balance of **$6,066.55.** To date, the Claimant has paid **$317.37** of this balance, leaving **$5,749.18** due. All other medical expenses will be covered through Public Aid.

*5.* That the Claimant was employed by Joyce Beverages Company prior to the injury and his average monthly earnings were $1,148.22. The Claimant suffers from quadriplegia as a result of the incident and is permanently disabled and unable to return to work.

6. That section 2(h) of the Act states that loss of earnings shall be determined on the basis of the victim's average net monthly earnings for the six months immediately preceding the date of the injury or on $750.00 per month, whichever is less.

*7.* That the Claimant was 41 years of age at the time of the crime. According to the U.S. Department of Health, Education and Welfare, ***Vital Statistics of the United States,*** 1978, life tables, volume **11,** his life expectancy would have been ***73.3*** years. Based on $750.00 per month, the projected **loss** of earnings for **32.3** years is $290,700.00.

8. That the Claimant has complied with all pertinent provisions of the Act and qualifies for compensation thereunder.

9. That pursuant to section 10.1(e) of the Act, this Court must deduct $200.00 from all claims (except in the case of an applicant 65 years of age or older), and the amount of benefits, payments or awards payable under the Workers' Compensation Act, Dramshop Act, Federal Medicare, State Public Aid, Federal Social Security Administration burial benefits, Veterans Administration burial benefits, health insurance, or from any other source, except annuities, pension plans, Federal social security payments payable to dependents of the victim and the net proceeds of the first $25,000.00 (twenty-five thousand dollars) of life insurance that would inure to the benefit of the applicant.

10. That the Claimant has received disability benefits in the amount of $2,300.00, which can be counted as an applicable deduction. Also, effective November 3, 1983, the Claimant was entitled to an amount of $538.00 per month from social security disability benefits, which must be counted as a deduction. This amount may increase over the course of the Claimant's entitlement to these benefits, which can be projected over his life expectancy of 73.3 years.

11. That after considering the applicable deductions against the Claimant's loss of future earnings, his loss is in excess of $15,000.00, which is the maximum amount compensable under section 10.1(f) of the Act.

12. That pursuant to section 18(c) of the Act, the Court may order that all or a portion of an award be paid jointly to the applicant and provider of services. In the instant case, the Court finds this section applicable and orders that joint payment be made.

13. That, as the Claimant's full award exceeds the $15,000.00 maximum compensable award, the Court orders that the award be paid pursuant to section 18(c) as follows:

| | |
|---|---|
| Rehabilitation Institute of Chicago | $ 3,807.96 |
| Northwestern Memorial Hospital | 210.22 |
| Dr. Paul Meyer | 460.00 |
| Northwestern Medical Faculty Foundation | 250.00 |
| St. Joseph's Hospital | 366.75 |
| Dr. Steven Nemeth | 120.00 |
| Medical Personnel Pool of Joliet | 534.25 |
| Loss of earnings and paid medical expenses | 9,250.82 |
| Total | $15,000.00 |

It is therefore, hereby ordered that the sum of $9,250.82 (nine thousand two hundred fifty dollars and eighty-two cents) be and is hereby awarded to Donald Bolte, an innocent victim of a violent crime, to be paid and disbursed to him as follows:

(a) $2,250.82 (two thousand two hundred fifty dollars and eighty-two cents) to be paid in a lump sum;

(b) fourteen (14) equal monthly payments of *$500.00* (five hundred dollars) each.

It is further ordered that the sum of $3,807.96 (three thousand eight hundred seven dollars and ninety-six cents) be and is hereby awarded to Donald Bolte and Rehabilitation Institute of Chicago.

It is further ordered that the sum of $210.22 (two hundred ten dollars and twenty-two cents) be and is hereby awarded to Donald Bolte and Northwestern Memorial Hospital, account N13045085.

It is further ordered that the sum of $460.00 (four hundred sixty dollars) be and is hereby awarded to Donald Bolte and Dr. Paul Meyer.

It is further ordered that the sum of **$250.00** (two hundred fifty dollars) be and is hereby awarded to Donald Bolte and Northwestern Medical Faculty Foundation.

It is further ordered that the sum of $366.75 (three hundred sixty-six dollars and seventy-five cents) be and is hereby awarded to Donald Bolte and St. Joseph's Hospital.

It **is** further ordered that the sum of $120.00 (one hundred twenty dollars) be and is hereby awarded to Donald Bolte and Dr. Steven Nemeth.

It is further ordered that the sum of **$534.25** (five hundred thirty-four dollars and twenty-five cents) be and is hereby awarded to Donald Bolte and Medical Personnel Pool of Joliet.

## AMENDED OPINION

POCH, J.

This claim arises out of an incident that occurred on April **28, 1983.** The Claimant, Donald Bolte, sought compensation pursuant to the provisions of the Crime Victims Compensation Act, hereafter referred to as the Act. Ill. Rev. Stat. **1979,** ch. **70,** par. **71** ***et seq***.

The Claimant was awarded compensation by order of the Court issued on January **17, 1984.** At the time of that award, the Court found that the Claimant was entitled to the maximum award of **$15,000.00** under the provisions of section 10.1(f) of the Act. This claim is now before the Court pursuant to a check for part of the award which was returned to the Court.

The Court has carefully reviewed its prior order in this cause and the returned check. Based upon this review the Court finds:

**1.** That in the Court's order of January **17,1984,** the amount of **$366.75** was ordered paid in a joint check payable to the Claimant and St. Joseph's Hospital.

**2.** That upon the Claimant's receipt of this check, he attempted to sign this check over to St. Joseph's Hospital and found that this amount has been written off by that institution.

**3.** That the Claimant has returned this check to the Court and this check has been redeposited with the Comptroller's office.

4. That the Claimant is permanently disabled and eligible for the maximum award under section 10.1(f) for both medical expenses and loss of earnings. Therefore, this amount of **$366.75** should be considered within the Claimant's loss of earnings and should be reissued in a check payable to him.

It is therefore, hereby ordered that the sum of **$366.75** (three hundred sixty-six dollars and seventy-five cents) be awarded to Donald Bolte.

ORDER

POCH, J.

This cause comes on to be heard on the Court's own motion;

On January 17, 1984, the applicant was awarded $15,000.00 in benefits, $9,250.82 of which was payable to him on account of his disability. He received a lump sum of $2,250.00 and was to receive 14 monthly installments of **$500.00** for the balance, pursuant to our opinion. To date, all but $1,000.00 has been disbursed.

By telephone call the clerk's office was notified that the applicant is now deceased. Written verification was requested, but as of the time this order was prepared none has been received. The time for vouchering the next installment has passed with none having been vouchered and no contact made by the applicant.

It is hereby ordered that the periodic payments be discontinued until further notice.

ORDER

MONTANA, J.

This cause coming to be heard on the Respondent's

motion for payment, and the Court being fully advised in the premises;

It is hereby ordered that a check in the amount of $1,000.00 shall be issued as the final installment of the award to Mr. Donald Bolte.

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(No. 84-CV-0533—Claimant awarded $5,232.64.)

*In* re APPLICATION OF HENRY BRYANT.

Opinion filed July 22, 1985.

HENRY BRYANT, pro se, for Claimant.

NEIL F. HARTIGAN, Attorney General (ALISON P. BRESLAUER, Assistant Attorney General, of counsel), for Respondent.

CRIME VICTIMS COMPENSATION ACT—basis for determination of lost earnings. The Crime Victims Compensation Act provides that loss of earnings shall be determined on the basis of the victim's average net monthly earnings for the six months immediately preceding the date of injury.

SAME—arson—no lost earnings. Since Claimant was not employed during the six months preceding his being stabbed, he sufffered no loss of earnings compensable under the Act.

SAME—deductions allowed from *all claims*. The amount of benefits, payment or awards payable under the Workers' Compensation Act, Dramshop Act, Federal Medicare, State Public Aid, Federal Social Security Administration burial benefits, Veterans Administration burial benefits, health insurance, or any other source, except annuities, pension plans, Federal Social Security payments payable to dependents of the victim and the net proceeds of the first $25,000.00 of life insurance, and $200.00, except in the case of victims 65 years of age or older, must be deducted from all claims.

SAME—*stabbing—medical expenses awarded.* **The victim who suffered injuries from smoke inhalation as a result of arson fire was granted an award for medical expenses, less only the statutory $200.00 deduction, since there had been no other reimbursements that could be counted as applicable deductions.**

POCH, J.

This claim arises out of an incident that occurred on September 8, 1983. Henry Bryant, Claimant, seeks compensation pursuant to the provisions of the Crime Victims Compensation Act, hereafter referred to as the Act. Ill. Rev. Stat. 1979, ch. 70, par. 71 *et seq*.

This Court has carefully considered the application for benefits submitted on December 9, 1983, on the form prescribed by the Attorney General, and an investigatory report of the Attorney General of Illinois which substantiates matters set forth in the application. Based upon these documents and other evidence submitted to the Court, the Court finds:

1. That the Claimant, Henry Bryant, age 57, was a victim of a violent crime, as defined in section 2(c) of the Act, to wit: arson. Ill. Rev. Stat. 1979, ch. 38, par. 20—1.

2. That on September 8, 1983, the Claimant suffered from smoke inhalation as the result of an arson fire. The incident occurred in an apartment building where the Claimant resided, located at 7924 South Ashland, Chicago, Illinois. Police investigation revealed that an unknown offender poured a flammable liquid up and down a staircase and hallway and set it on fire. The Claimant was taken to Holy Cross Hospital for treatment of smoke inhalation. The offender has not been apprehended.

3. That the Claimant seeks compensation for medical/hospital expenses only.

4. That section 2(h) of the Act states that loss of earnings shall be determined on the basis of the victim's average net monthly earnings for the six months immediately preceding the date of the injury or on $750.00 per month, whichever is less.

5. That the Claimant was not employed for the six months immediately preceding the date of the incident out of which this claim arose and therefore suffered no loss of earnings compensable under section 2(h) of the Act.

6. That the Claimant incurred medical/hospital expenses in the amount of **$5,992.64, $560.00** of which was paid by insurance, leaving a balance of $5,432.64. To date, the Claimant has paid $1,885.64 towards this balance.

. 7. That the Claimant has complied with all pertinent provisions of the Act and qualifies for compensation thereunder.

8. That pursuant to section 10.1(e) of the Act, this Court must deduct $200.00 from all claims (except in the case of an applicant 65 years of age or older), and the amount of benefits, payments or awards payable under the Workers' Compensation. Act, Dramshop Act, Federal Medicare, State Public Aid, Federal Social Security Administration burial benefits, Veterans Administration burial benefits, health insurance, or from any other source, except annuities, pension plans, Federal Social Security payments payable to dependents of the victim and the net proceeds of the first $25,000.00 (twenty-five thousand dollars) of life insurance that would inure to the benefit of the applicant.

9. That the Claimant has received no reimbursements that can be counted as applicable deductions.

10. That pursuant to section 18(c) of the Act, the Court may order that all or a portion of an award be paid jointly to the applicant and provider of services. In the instant case, the Court finds this section applicable and orders that joint payment be made.

**11.** That after applying the applicable deductions, the Claimant's loss for which he seeks compensation is **$5,232.64,** based upon the following:

| | Compensable Amount | Less % of **$200.00** Deductible | Total |
|---|---|---|---|
| Paid Medical Expenses | **$1,885.64** | **34.74;** | **$1,816.24** |
| Holy Cross Hospital | 3,547.00 | **65.3%** | **3,416.40** |
| Total | **$5,432.64** | **100%** | **$5,232.64** |

It is hereby ordered that the sum of $1,816.24 (one thousand eight hundred sixteen dollars and twenty-four cents) be and is hereby awarded to Henry Bryant, an innocent victim of a violent crime.

It is further ordered, that the sum of **$3,416.40** (three thousand four hundred sixteen dollars and forty cents) be and is hereby awarded to Henry Bryant and Holy Cross Hospital.

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(No. **85-CV-0922—Claimant awarded $15,000.00.**)

*In re* **APPLICATION OF RITA JOHNSON.**

***Opinion filed September 25, 1985.***

**RITA JOHNSON,** ***pro*** **se,** for Claimant.

NEIL F. HARTIGAN, Attorney General (ALISON P. BRESLAUER, Assistant Attorney General, of counsel), for Respondent.

CRIME VICTIMS COMPENSATION Am—basis for determination of loss of support. The Crime Victims Compensation Act provides that loss of support shall be determined on the basis of the victim's average net monthly earnings for the six months immediately preceding the date of injury or on $750.00 per month, whichever is less.

SAME—deductions allowed from all claims. The amount of benefits, payments or awards payable under the Workers' Compensation Act, Dramshop Act, Federal Medicare, State Public Aid, Federal Social Security Administration burial benefits, Veterans Administration burial benefits, health insurance, or any other source, except annuities, pension plans, Federal Social Security payments payable to dependents of the victim and the net proceeds of the first $25,000.00 of life insurance, and $200.00, except in case of victims 65 years of age or older, must be deducted from all claims.

SAME—voluntary manslaughter—hospital and funeral expenses—loss of support—claim allowed. Claimant was granted an award for medical and funeral expenses incurred for her husband who was killed as the result of being shot by his brother-in-law, and Claimant was allowed an award for loss of support.

POCH, J.

This claim arises out of an incident that occurred on May 13, 1984. Rita Johnson, wife of the deceased victim, Robert Johnson, seeks compensation pursuant to the provisions of the Crime Victims Compensation Act, hereafter referred to as the Act. Ill. Rev. Stat. 1979, ch. 70, par. 71 et *seq*.

This Court has carefully considered the application for benefits submitted on March 22, 1985, on the form prescribed by the Attorney General, and an investigatory report of the Attorney General of Illinois which substantiates matters set forth in the application. Based upon these documents and other evidence submitted to the Court, the Court finds:

1. That the Claimant's deceased husband Robert Johnson, age 44, was a victim of a violent crime as defined in section 2(c) of the Act, to wit: voluntary manslaughter. Ill. Rev. Stat. 1979, ch. 38, par. 9—2.

2. That on May 13,1984, the victim was shot by his brother-in-law during the course of an argument. The incident occurred in the offender's apartment at 4601 South Indiana, Chicago, Illinois. Police investigation determined that as the victim and the offender were arguing, the offender obtained a gun from a briefcase. Although he left the room for a short time, the offender returned to the room with the gun. As the victim attempted to leave, the offender shot him twice. The victim was taken to Michael Reese Hospital where he expired from his injuries. The offender was convicted of voluntary manslaughter.

3. That the Claimant seeks. compensation for funeral and medical/hospital expenses and for loss of support for herself and the victim's minor children, Recco Johnson, age 16; Nathaniel Johnson, age 15; Robert Johnson, age 14; and Tasha Johnson, age 8.

4. According to section 10.1(c) of the Act, a person related to the victim is eligible for compensation for funeral and medical/hospital expenses provided that such expenses were paid by him.

5. That the Claimant incurred funeral and burial expenses in the amount of $2,420.00. Pursuant to section 2(h) of the Act, funeral and burial expenses are compensable to a maximum award of $2,000.00.

6. The Claimant incurred medical and hospital expenses as a result of the victim's death in the amount of $6,213.83 none of which was paid by insurance leaving a balance of $6,213.83. This amount has not been

paid and therefore cannot be considered for compensation at this time, pursuant to section 10.1(c) of the Act.

7. That the Claimant and the victim's four minor children were totally dependent upon the victim for support.

8. That prior to his death, the victim was employed by the Chicago Housing Authority and his average monthly earnings were $686.45.

9. That section 2(h) of the Act states ". . . loss of support shall be determined on the basis of the victim's average net monthly earnings for the six months immediately preceding the date of the injury or on $750.00 per month, whichever is less."

10. That the victim was 44 years of age at the time of the crime. According to the U.S. Department of Health, Education and Welfare, ***Vital Statistics of the United States,*** 1978, life tables, volume II, his life expectancy would have been 73.6 years. The projected loss of support for 29.6 years is $243,827.04 which is in excess of $15,000.00, the maximum amount compensable under section 10.1(f) of the Act.

11. That this claim complied with all pertinent provisions of the Act and qualifies for compensation thereunder.

12. That pursuant to section 10.1(e) of the Act, this Court must deduct $200.00 from all claims (except in the case of an applicant 65 years of age or older), and the amount of benefits, payments or awards payable under the Workers' Compensation Act, Dramshop Act, Federal Medicare, State Public Aid, Federal Social Security Administration burial benefits, Veterans Administration burial benefits, health insurance, or from

any other source, except annuities, pension plans, Federal Social Security payments payable to dependents of the victim and the net proceeds of the first **$25,000.00** (twenty-five thousand dollars) of life insurance that would inure to the benefit of the applicant.

**13.** That the Claimant has received **$30,728.33** from life insurance policies, **$5,728.33** of which can be counted as applicable deductions.

14. That after making all the applicable deductions under the Act, the pecuniary loss resulting from the victim's death is in excess of the **$15,000.00** maximum allowed in section 10.1(f) of the Act.

**15.** That the Claimant's interest would be best **served** if **the** award **hereunder would be** paid pursuant to the installment provision of section **11.1** of the Act.

It is therefore, hereby ordered that the sum of **$15,000.00** (fifteen thousand dollars) be and is hereby awarded to Rita Johnson, wife of Robert Johnson, an innocent victim of a violent crime to be paid and disbursed to her as follows:

(a) $2,670.00 (two thousand *six* hundred seventy dollars) to be paid to Rita Johnson in a lump sum;

(b) **18** (eighteen) equal monthly payments of **$685.00** (six hundred eighty-five dollars) each to be paid to Rita Johnson for the use and benefit of Recco Johnson, Nathaniel Johnson, Robert Johnson, Jr., and Tasha Johnson;

(c) In the event of the death or marriage of the Claimant or the Claimant's children, it is the duty of the personal representative of the

Claimant to inform this Court in writing of such death or marriage for the purpose of the possible modification of the award.

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(No. 86-CV-0400—Claimant awarded $1,825.00.)

***In re* APPLICATION OF MARY A. SMITH.**

Opinion filed June 20,1986.

ERNEST T. ROSSIELLO, for Claimant.

NEIL F. HARTIGAN, Attorney General (SALLIE MANLEY, Assistant Attorney General, of counsel), for Respondent.

CRIME VICTIMS COMPENSATION ACT—*deductions* allowed from all claims. The amount of benefits, payments or awards payable under the Workers' Compensation Act, Dramshop Act, Federal Medicare, State Public Aid, Federal Social Security Administration burial benefits, Veterans Administration burial benefits, health insurance, or any other source, except annuities, pension plans, Federal Social Security payments payable to dependents of the victim and net proceeds of first $25,000.00 of life, insurance, and $200.00, except in case of victims 65 years of age or older, must be deducted from all claims.

SAME—*awards may* be made payable jointly to Claimant and *provider of* services. Section 18(c) of the Crime Victims Compensation Act allows the Court of Claims to order that all or a portion of an award be paid jointly to the applicant and provider of services (Ill. Rev. Stat. 1979, ch. 70, par. 88(c)).

SAME—assault—medical and hospital *expenses—claim allowed—leave* to reopen claim. Award for medical and hospital expenses allowed where Claimant was victim of fondling and sexual harassment by co-worker over seven-day period, and leave was granted to reopen claim for consideration of additional expenses for psychological counseling that may be incurred in future.

POCH, J.

This claim arises out of incidents that occurred from September 18,1984, until September 24,1984. Mary A. Smith, Claimant, seeks compensation pursuant to the provisions of the Crime Victims Compensation Act,

hereafter referred to as the Act. Ill. Rev. Stat. 1979, ch. 70, par. 71 et *seq*.

This Court has carefully considered the application for benefits submitted on October 1, 1985, on the form prescribed by the Attorney General, and an investigatory report of the Attorney General of Illinois which substantiates matters set forth in the application. Based upon these documents and other evidence submitted to the Court, the Court finds:

1. That the Claimant, Mary A. Smith, age 24, was a victim of a violent crime, as defined in section 2(c) of the Act, to wit: assault. Ill. Rev. Stat. 1979, ch. 38, par. 12—1.

2. That beginning on September 18, 1984, until September 24, 1984, the Claimant was fondled and repeatedly sexually harassed by a co-worker. The incident occurred while the Claimant was working at a restaurant located at 7516 West Diversey, Elmwood Park, Illinois. As a result of the incident, the Claimant needed and received psychological counseling. The offender was apprehended, prosecuted and convicted of criminal sexual abuse.

3. That the Claimant seeks compensation for medical/hospital expenses only. The Claimant does not seek compensation for loss of earnings.

4. That the Claimant incurred psychological counseling expenses in the amount of $2,025.00, none of which was paid by insurance, leaving a balance of $2,025.00. To date, the Claimant has paid $100.00, towards this balance.

5. That the Claimant has complied with all pertinent provisions of the Act and qualifies for compensation thereunder.

6. That pursuant to section 10.1(e) of the Act, this Court must deduct $200.00 from all claims (except in the case of an applicant 65 years of age or older), and the amount of benefits, payments or awards payable under the Workers' Compensation Act, Dramshop Act, Federal Medicare, State Public Aid, Federal Social Security Administration burial benefits, Veterans Administration burial benefits, health insurance, or from any other source, except annuities, pension plans, Federal Social Security payments payable to dependents of the victim and the net proceeds of the first $25,000.00 (twenty-five thousand dollars) of life insurance that would inure to the benefit of the applicant.

7. That the Claimant has received no reimbursements that can be counted as applicable deductions.

8. That the Claimant has filed a civil action against the offender, Smith ***v. Comacho***, No. **85** L **8295,** in the Circuit Court of Cook County, Illinois, County Department, Law Division, as a result of the incident. The Claimant, by informing the Attorney General of her pending civil suit, has acknowledged her responsibility to further notify the Attorney General of the final disposition of the civil action, pursuant to section 17 of the Act.

**9.** That the Claimant has indicated that she may incur additional counseling expenses as a result of the incident. Should the Claimant incur such additional expenses, she may petition the Court to reopen her claim for consideration of these expenses, pursuant to section 16 of the Act.

**10.** That pursuant to section 18(c) of the Act, the Court may order that all or a portion of an award be paid jointly to the applicant and provider of services. In the instant case, the Court finds this action applicable and orders that joint payment be made.

**11.** That after applying the applicable deductions, the Claimant's loss for which she seeks compensation is **$1,825.00,** based upon the following:

| | Compensable Amount | Less % of $200.00 Deductible | Total |
|---|---|---|---|
| Paid Psycho-therapy Expenses | $ 100.00 | 5.0% | $ 90.00 |
| Ner Littner, M.D., S.C. | 300.00 | 14.8% | 270.40 |
| Joan Collins Thompson, A.C.S.W. | 1,625.00 | 80.2% | 1,464.60 |
| Total | $2,025.00 | 100.0% | $1,825.00 |

It is hereby ordered that the sum of $90.00 (ninety dollars) be and is hereby awarded to Mary A. Smith, an innocent victim of a violent crime.

It is further ordered that the sum of **$270.40** (two hundred seventy dollars and forty cents) be and is hereby awarded to Mary A. Smith and Ner Littner, M.D., S.C.

It is further ordered that the sum of **$1,464.60** (one thousand four hundred sixty-four dollars and sixty cents)

be and is hereby awarded to Mary A. Smith and Joan Collins Thompson, A.C.S.W.

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(No. 86-CV-0788—Claimant awarded $15,000.00.)

*In* re APPLICATION OF LILLIAN KOSROW.

Opinion filed *April* 28,1986.

LILLIAN KOSROW, pro se, for Claimant.

NEIL F. HARTIGAN, Attorney General (SALLIE MANLEY, Assistant Attorney General, of counsel), for Respondent.

CRIME VICTIMS COMPENSATION AM—basis for determination of loss *of* support. The Crime Victims Compensation Act provides that loss of support shall be determined on the basis of the victim's average net monthly earnings for the six months immediately preceding the date of the injury or on $750.00 per month, whichever is less.

SAME—deductions allowed from *all claims.* The amount of benefits, payments or awards payable under the Workers' Compensation Act, Dramshop Act, Federal Medicare, State Public Aid, Federal Social Security Administration burial benefits, Veterans Administration burial benefits, health insurance, or any other source, except annuities, pension plans, Federal Social Security payments payable to dependents of the victim and net proceeds of first $25,000.00 of life insurance, and $200.00, except in case of victims 65 years of age or older, must be deducted from all claims.

SAME—*notice* of *civil action.* The Crime Victims Compensation Act requires Claimant to inform the Attorney General of the possibility of civil action and to further notify the Attorney General if a civil action is filed and its final disposition.

SAME—*reckless* homicide—funeral expenses—loss of support—claim *allowed.* Claim of victim's sister for funeral expenses and loss of support for victim's children, as result of victim's death caused by head-on collision in which driver of other car was charged with reckless homicide, was allowed.

POCH, J.

This claim arises out of an incident that occurred on March 2, 1985. Lillian Kosrow, sister of the deceased victim, Mary Ann Hoffman, seeks compensation pursuant to the provisions of the Crime Victims Compensation Act, hereafter referred to as the Act. Ill. Rev. Stat. 1979, ch. 70, par. 71 et *seq*.

This Court has carefully considered the application for benefits submitted on January 21, 1986, on the form prescribed by the Attorney General, and an investigatory report of the Attorney General of Illinois which substantiates matters set forth in the application. Based upon these documents and other evidence submitted to the Court, the Court finds:

1. That the Claimant's deceased sister, Mary Ann Hoffman, age 44, was a victim of a violent crime as defined in section 2(c) of the Act, to wit: reckless homicide. Ill. Rev. Stat. 1979, ch. 38, par. 9—3.

2. That on March 2, 1985, the victim was killed as the result of a head-on automobile accident. The incident occurred at Route 12 and Bonner Road, Wauconda, Illinois. Investigation by police officials revealed that the offender drove his vehicle into the path of the automobile in which the victim was traveling, killing the victim and two other passengers. The victim was transported to Good Shepherd Hospital where she expired. The offender was apprehended and charged with reckless homicide. The criminal proceedings against him are currently pending.

3. That the Claimant seeks compensation for funeral expenses and for loss of support for the victim's minor children, Lawrence William Hoffman born April 23,1970, and Julie Ann Hoffman born May 9,1971.

4. That the Claimant incurred funeral and burial expenses in the amount of $525.00. Pursuant to section 2(h) of the Act, funeral and burial expenses are compensable to a maximum award of $2,000.00.

5. That the victim's minor children were dependent upon the victim for support.

6. That on November 1,1985, under No. 82 D 1213, in the Circuit Court of Lake County, State of Illinois, the Claimant, Lillian Kosrow was granted custody of Lawrence William Hoffman and Julie Ann Hoffman.

7. That the youngest of the victim's minor children, Julie Ann Hoffman, born May 9, 1971, was 13 years 10 months of age at the time of the incident. Julie Ann Hoffman will attain the age of majority on May 9, 1989, which is 50 months after the incident.

8. That prior to her death, the victim was employed by Town Hall Estates and her average monthly earnings were $711.73.

9. That section 2(h) of the Act states ". . . loss of support shall be determined on the basis of the victim's average net monthly earnings for the six months immediately preceding the date of the injury or on $750.00 per month, whichever is less."

10. That based on $711.73 per month, the maximum compensation for loss of support for 50 months, which is the maximum period for loss of support for the victim's youngest child, is $35,586.50, which is in excess of the $15,000.00 maximum allowed in section 10.1(f) of the Act.

11. That this claim complied with all pertinent provisions of the Act and qualifies for compensation thereunder.

12. That pursuant to section 10.1(e) of the Act, this Court must deduct $200.00 from all claims (except in the case of an applicant 65 years of age or older), and the amount of benefits, payments or awards payable under the Workers' Compensation Act, Dramshop Act, Federal Medicare, State Public Aid, Federal Social Security Administration burial benefits, Veterans Administration burial benefits, health insurance, or from any other source, except annuities, pension plans, Federal Social Security payments payable to dependents of the victim and the net proceeds of the first $25,000.00 (twenty-five thousand dollars) of life insurance that would inure to the benefit of the applicant.

13. That the Claimant has received nothing in reimbursements as a result of the victim's death that can be counted as an applicable deduction under section 7.1(a)(7) of the Act.

14. That the Claimant has indicated that a civil action may be filed as a result of the incident. The Claimant, by informing the Attorney General's office of the possibility of a civil action, has acknowledged her responsibility to further notify the Attorney General of the filing of the civil action and of its final disposition, pursuant to section 17 of the Act.

15. That after making all the applicable deductions under the Act, the pecuniary loss resulting from the victim's death is in excess of the $15,000.00 maximum allowed in section 10.1(f) of the Act.

16. That the Claimant's interest would be best served if the award hereunder would be paid pursuant to the installment provision of section 11.1 of the Act.

It is therefore, hereby ordered that the sum of $15,000.00 (fifteen thousand dollars) be and is hereby awarded to Lillian Kosrow, sister of Mary Ann Hoffman, an innocent victim of a violent crime, to be paid and disbursed to her as follows:

(a) $1,000.00 (one thousand dollars) to be paid to Lillian Kosrow;

(b) 20 (twenty) equal monthly payments of $700.00 (seven hundred dollars) each to be paid to Lillian Kosrow for the use and benefit of Lawrence William Hoffman and Julie Ann Hoffman;

*(c)* In the event of the death or marriage of the Claimant or the Claimant's children, it is the duty of the personal representative of the Claimant to inform this Court in writing of such death or marriage for the purpose of the possible modification of the award.

# CRIME VICTIMS COMPENSATION ACT
# OPINIONS NOT PUBLISHED IN FULL
# FY 1986

| | | |
|---|---|---|
| 78-CV-0074 | Jasker, Elaine S. | $10,000.00 |
| 79-CV-0406 | Bush, Charlene | Denied |
| 79-CV-0413 | Lermo, Teresita | 1,927.16 |
| 80-CV-0035 | Isreal, Charlene | 1,092.00 |
| 80-CV-0253 | Turley, Mernell | Dismissed |
| 80-CV-0466 | Turley, Mernell | Dismissed |
| 80-CV-0589 | Lonehawk, Patricia Watson | 1,425.61 |
| 80-CV-0726 | Kizer, James S. | Dismissed |
| 81-CV-0132 | Glassberg, Dorothy | Dismissed |
| 81-CV-0195 | Milliner, James W. | Denied |
| 81-CV-0204 | Noland, Gene R. | Dismissed |
| 81-CV-0300 | Wilson, Lillie and Wilson, Tigree | 8,250.00 |
| 81-CV-0429 | Leu, Payming | Denied |
| 81-CV-0504 | Amos, Marion Randall | 3,728.90 |
| 81-CV-0625 | Furman, Claudia M. | 6,074.05 |
| 81-CV-0991 | Gilmore, Chester | 9,668.79 |
| 82-CV-0036 | Lind, Ray, MS. | Denied |
| 82-CV-0163 | Lara, Anna, Guardian | Denied |
| 82-CV-0166 | Miller, Roberta | Denied |
| 82-CV-0219 | Black, Earlean | 827.81 |
| 82-CV-0232 | Johnson, Juanita | Dismissed |
| 82-CV-0374 | Azevedo, Allan B. | Dismissed |
| 82-CV-0385 | Newman, Emma | Dismissed |
| 82-CV-0408 | Gamuranes, Alicia | Dismissed |
| 82-CV-0620 | Kearbey, James R. | Denied |
| 82-CV-0812 | Emmery, Marlin | 368.00 |
| 82-CV-0850 | Rice, Mary E. | 905.00 |
| 82-CV-1002 | Smith, Jessie | 1,545.00 |
| 82-CV-1043 | Tipler, Eugene | Denied |
| 83-CV-0004 | Dobbins, Sandra | Dismissed |
| 83-cv-0011 | Raczynski, Marian | Dismissed' |
| 83-CV-0013 | Rockett, Cecilia | Denied |
| 83-cv-0037 | Robinson, Mary | 555.00 |
| 83-CV-0042 | Stanley, Lavilla | Dismissed |
| 83-CV-0116 | Hernandez, Marie | Dismissed |
| 83-cv-0123 | Rosendo, Nevarez | Dismissed |
| 83-cv-0128 | Boatright, Monte Scott | Denied |

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|---|---|---|
| 83-CV-0141 | Ledbetter, Mary | Denied |
| 83-CV-0142 | Lilly, C. J. | Denied |
| 83-cv-0145 | Roth, William J. | 350.00 |
| 83-CV-0233 | Rupley, Janice M. | 15,000.00 |
| 83-CV-0253 | Rozhon, Richard A. | Denied |
| 83-cv-0258 | Bobrowski, Jozef | Denied |
| 83-CV-0261 | Carlson, Charlotte L. | Dismissed |
| 83-CV-0327 | Roberison, Mae | 748.86 |
| 83-CV-0328 | Ester, Robert | Dismissed |
| 83-CV-0351 | Johnson, Gregory | Dismissed |
| 83-CV-0357 | Dow, Ruby J. | 964.59 |
| 83-CV-0363 | Ross, Florida | 400.35 |
| 83-CV-0374 | Hart, Mark | 1,784.85 |
| 83-CV-0378 | Barber, Dale | 5,196.63 |
| **83-CV-0379** | **Sopczyk,** Sharlene **Bergart** | **686.95** |
| 83-CV-0420 | Banks, Pauline and Cook, Robert | Denied |
| 83-CV-0443 | Springs, Louise E. | 4,425.18 |
| 83-cv-0445 | Weinschenk, Bridgette J. | Dismissed |
| 83-CV-0446 | Rosario, Miguel | Denied |
| 83-cv-0449 | Bush, Corene | 1,157.00 |
| 83-cv-0459 | Wilcousky, Lorrette M. | 422.55 |
| 83-CV-0483 | Cleary, Thomas J. | Dismissed |
| 83-cv-0494 | Guyton, Brett | Dismissed |
| 83-CV-0501 | Parker, Elmira | Dismissed |
| 83-CV-0541 | Williams, Michael | Dismissed |
| 83-CV-0560 | Kearns, John J. | Denied |
| 83-CV-0564 | Zels, John G. | 2,000.00 |
| 83-CV-0572 | Gwaltney, Steven L. | 368.18 |
| 83-CV-0590 | Linke, Louise | 877.08 |
| 83-CV-0593 | Lynn, Jettie E. | Denied |
| 83-CV-0608 | Sansone, Charles, Jr. | Denied |
| 83-CV-0618 | Rubio, Jesus | Dismissed |
| 83-cv-0619 | Salah, Wael | 303.00 |
| 83-cv-0644 | Laurins, Estelle | 15,000.00 |
| 83-CV-0645 | Leadingham, Curtis Dale, Sr. | Denied |
| 83-cv-0647 | Moseley, Eenjamin | 4,971.20 |
| 83-cv-0649 | Mormon, William, Jr. | 174.36 |
| 83-cv-0657 | Tillman, David | 965.35 |
| 83–cv-0681 | Robinson, Mary L. | 2,000.00 |
| 83-cv-0685 | Whitmore, Rodney | 768.25 |
| 83–cv-0694 | Russ, Phyllis | Denied |

| | | |
|---|---|---|
| 83-CV-0708 | Robinson, Melvin D. | 2,453.33 |
| 83-CV-0713 | Kiefer, John F. | Denied |
| 83-CV-0719 | Rubio, Jesus | Dismissed |
| 83-CV-0733 | Moore, Linda | 7,500.00 |
| 83-CV-0749 | Rodriquez, Diane | 531.60 |
| 83-CV-0751 | Simpson, Onnie | 15,000.00 |
| 83-CV-0768 | Milewski, Bruno | Denied |
| 83-CV-0769 | McCray, Willie | Denied |
| 83-CV-0774 | Bouzeu, Frank J. | 1,405.00 |
| 83-CV-0788 | Tomlinson, Kirk | 391.44 |
| 83-CV-0810 | Moore, John | Dismissed |
| 83-CV-0824 | Smith, Dorothy J. | Denied |
| 83-CV-0853 | Johnson, Arthur | Dismissed |
| 83-CV-0891 | Rosenbaum, Sandra L. | 62.77 |
| 83-CV-0917 | Turner, Juanita | Denied |
| 83-CV-0918 | Burciaga, Estanislao | Dismissed |
| 83-CV-0921 | Rychlewski, Mary T. | 4,682.01 |
| 83-CV-0929 | Tucker, Robert, Sr. | Denied |
| 83-CV-0931 | Burt, Jean | Denied |
| 83-cv-0941 | LaSangre, Lyndren | 955.86 |
| 83-cv-0965 | Neely, John E. | 1,955.45 |
| 83-CV-0967 | Rauckman, Donna and Landon, Sharon | Denied |
| 83-cv-0988 | Vaughan, Gene E. and Vaughan, Lynda | 10,400.00 |
| 83-cv-1002 | Rodriguez, Oscar | Dismissed |
| 83-CV-1003 | Tate, Antoinette Gail | Dismissed |
| 83-cv-1033 | Campos, Robert | Denied |
| 83-cv-1042 | Marcum, Timothy P. | Denied |
| 83-CV-1047 | Bailey, Tammy M. Clayburn | Denied |
| 83-CV-1053 | Reynolds, Jean | Denied |
| 83-cv-1061 | Fratto, Consuelo | Denied |
| 83-CV-1078 | Howard, Ron E. | 5,324.60 |
| 83-CV-1086 | Ruiz, Ramon | Dismissed |
| 83-CV-1089 | Thomas, Lillian | Dismissed |
| 83-CV-1098 | Stala, Stanley E. | Denied |
| 83-CV-1118 | Patel, Arvindbhai J. | 5,455.60 |
| 83-cv-1120 | Tidwell, Clifton R. | Dismissed |
| 83-cv-1122 | Schroeder, Timothy J. | Denied |
| 83-cv-1123 | Cornier, Monserato | 8,035.50 |
| 83-cv-1124 | Ryan, Shawn | 2,102.75 |
| 83-cv-11% | Shaw, Alphonso P. | 8,075.31 |
| 83-CV-1129 | Johnson, Arthur E., III | Dismissed |

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|---|---|---|
| 83-CV-1130 | Park, Grace S. | Denied |
| 83-CV-1133 | Tate, Tolise V. | 1,596.00 |
| 83-CV-1136 | Laughlin, Thomas J. | 2,260.47 |
| 83-CV-1138 | Sampson, Charles | Denied |
| 83-CV-1142 | Black, Mary | 15,000.00 |
| 83-CV-1153 | Pitts, Milton G. | Dismissed |
| 83-CV-1157 | Morrow, Willie | 883.44 |
| 83-CV-1170 | Salgado, Anastasio | Denied |
| 83-CV-1193 | Rodriguez, Alejandrino and Rodriguez, Cristina | 7,600.00 |
| 83-CV-1216 | Luangkhoth, Khomse | 2,978.39 |
| 83-CV-1217 | Morales, Daniel | 695.15 |
| 83-CV-1224 | Rooks, Frances | Denied |
| 83-CV-1229 | Kestnbaum, Zorina D. | 738.65 |
| 84-CV-0007 | Chapman, Douglas A. | 7,610.72 |
| 84-CV-0017 | Chavez, Tony | Denied |
| 84-CV-0026 | Gardner, Oscar | 345.44 |
| 84-cv-0028 | Johnson, Larry | Denied |
| 84-CV-0031 | Learned, Harold M., Jr. | 3,647.84 |
| 84-cv-0044 | Dalton, John T. | 1,495.00 |
| 84-CV-0049 | Carmona, David A. | 1,584.20 |
| 84-CV-0066 | Simpson, Alleazer | Dismissed |
| 84-CV-0086 | Jackson, Wendell | Denied |
| 84-cv-0102 | Blanks, Nathaniel | Dismissed |
| 84-CV-0107 | Love, Rose | Denied |
| 84-CV-0108 | Marvin, Arthur | 1,866.25 |
| 84-CV-0114 | Bradley, James | Denied |
| 84-CV-0115 | Dampier, Kathryn | Denied |
| 84-cv-0121 | Robinson, Linda L. | 3,304.44 |
| 84-cv-0123 | Winston, Phyllis F. | Denied |
| 84-CV-0129 | Siemen, Elmer | 758.20 |
| 84-CV-0139 | Marquez, Elida | 266.00 |
| 84-CV-0143 | Simpson, David | 718.00 |
| 84-CV-0156 | Zavodny, Scott S. | Dismissed |
| 84-CV-0158 | Tolen, Anthony O. | 15,000.00 |
| 84-CV-0161 | Bryant, William H., Sr. | 513.85 |
| 84-cv-0164 | Sanchez, Ramon | Dismissed |
| 84-CV-0176 | Brewer, Evelyn | 2,000.00 |
| 84-CV-0178 | Thomas, Patrick | Dismissed |
| 84-cv-0190 | Cory, Carl E., Jr. | 553.50 |
| 84-cv-0201 | Ruff, Viola | Dismissed |

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|---|---|---|
| 84-CV-0212 | Stone, Freddie Lee | Denied |
| 84-CV-0213 | Smith, Troy | 1,166.13 |
| 84-CV-0215 | Mosley, Lucille | Denied |
| 84-CV-0216 | Rydberg, Carmen E. | 1,791.49 |
| 84-CV-0229 | Chute, Debra A. | Denied |
| 84-cv-0232 | Smith, Starling | 775.00 |
| 84-cv-0242 | Rowland, Betty Marie | 15,000.00 |
| 84-CV-0243 | Kleinworth, Kenneth W., Jr. | 15,000.00 |
| 84-cv-0254 | Olson, Keith | Denied |
| 84-cv-0256 | Reyes, Tony | Dismissed |
| 84-CV-0276 | Palmer, Morris | 1,144.00 |
| 84-cv-0280 | LaBulis, John | 3,137.66 |
| 84-CV-0286 | Helton, Wilma June | Denied |
| 84-CV-0293 | Johnson, Derek G. | Dismissed |
| 84-cv-0294 | Dowery, Gwendolyn | Denied |
| 84-cv-0299 | Sanchez, Felipe | Denied |
| 84-cv-0310 | Ricks, Kenneth Reginald | Dismissed |
| 84-CV-0316 | Lehman, James Joseph | 247.50 |
| 84-CV-0326 | Head, Brenda | Dismissed |
| 84-cv-0335 | Lowrey, John C. | 1,750.75 |
| 84-CV-0345 | Morgan, Maurice | 2,847.50 |
| 84-CV-0371 | Troutman, Laura A. | 11,969.13 |
| 84-cv-0379 | Loving, Lucille A. | Dismissed |
| 84-cv-0404 | Arreola, Marino | Denied |
| 84-CV-0407 | Manzella, Rosemann | Dismissed |
| 84-cv-0412 | Decker, Jacqueline A. | 15,000.00 |
| 84-CV-0414 | Jackson, Annie | Denied |
| 84-CV-0428 | Ronda, Jennie | Denied |
| 84-CV-0429 | Deese, Lillian and White, Terrance | 1,635.00 |
| 84-CV-0432 | Saldana, Luciano | Dismissed |
| 84-cv-0435 | Crittendon, Julius C. | 16.50 |
| 84-cv-0457 | Torres, Luis | Denied |
| 84-CV-0460 | McDuffie, Bryan | Dismissed |
| 84-cv-0482 | Harris, Carl D. | Dismissed |
| 84-cv-0495 | Green, Lela | Dismissed |
| 84-cv-0497 | Jarina, Kevin R. | Dismissed |
| 84-CV-0519 | Turner, Janet | Dismissed |
| 84-CV-0520 | Washington, Marietta | Dismissed |
| 84-CV-0532 | Brown, Willie | 2,287.40 |
| 84-CV-0534 | Brooks, Jeannette M. | 215.00 |
| 84-CV-0538 | Harris, Sylvester | 9,701.39 |

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|---|---|---|
| 84-CV-0539 | Holmes, William | 47.86 |
| 84-CV-0547 | Sanders, Mark | Denied |
| 84-CV-0565 | Evans, Beatrice | 15,000.00 |
| 84-CV-0574 | Russell, Lillie | Denied |
| 84-CV-0576 | Taylor, Juanita | Denied |
| 84-CV-0598 | Mayes, Abby Jean | 15,000.00 |
| 84-CV-0611 | Davis, Ruby L. | Denied |
| 84-CV-0613 | Miller, Patrick | Denied |
| 84-CV-0619 | Alvarez, Francisco | Denied |
| 84-CV-0623 | Gallagher, Maryanne | Dismissed |
| 84-cv-0634 | Brown, Clarence D. | Dismissed |
| 84-cv-0642 | Cramer, Ruth O. | 8,322.95 |
| 84-CV-0663 | Norman, Josephine M. | 238.63 |
| 84-CV-0665 | Carlson, Eileen | Denied |
| 84-CV-0672 | Harper, Lawrence | Denied |
| 84-cv-0677 | Woodhouse, Sharon | 4,851.77 |
| 84-cv-0679 | Coffman, Glen H. & Betty and Adamski, Gail Ann | 1,325.73 |
| 84-CV-0680 | Collins, Amy Lee | 790.00 |
| 84-CV-0683 | Betts, Ed Frank | Denied |
| 84-cv-0687 | Pingsterhaus, Mary Beth | 15,000.00 |
| 84-CV-0695 | Carter, Cora | 2,577.20 |
| 84-cv-0697 | Rankin, Ralph | Dismissed |
| 84-CV-0699 | Banks, Nolan R., Jr. | Dismissed |
| 84-CV-0708 | Berry, Ruby Lee | Denied |
| 84-CV-0714 | Turner, Mary | 800.00 |
| 84-CV-0715 | Randolph, Leola | Denied |
| 84-CV-0716 | Anaya, Colleen | Dismissed |
| 84-CV-0718 | Dziubczynski, Cynthia M. | 484.13 |
| 84-CV-0721 | Mungiovi, Thomas Z. | Dismissed |
| 84-CV-0729 | Jackson, Juanita | 1,785.00 |
| 84-CV-0732 | Ruckoldt, Chris | Denied |
| 84-CV-0749 | McClellan, Jean | 2,000.00 |
| 84-CV-0756 | Boleyjack, Carolyn | Denied |
| 84-CV-0757 | Dorris, Carietha | 2,000.00 |
| 84-CV-0760 | Ramirez, Felix | Dismissed |
| 84-CV-0763 | Simpson, Jessie Lee, Sr. | 1,000.00 |
| 84-CV-0765 | Turner, Benny | Denied |
| 84-CV-0771 | Matthew, Willie Mae & Davis, Ardella & Davis, Robert | 1,157.53 |
| 84-CV-0775 | Ali, Rajaa | Dismissed |

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|---|---|---|
| 84-CV-0776 | Brown, Brutus | Denied |
| 84-CV-0789 | Benitez, Adelfo | 870.05 |
| 84-cv-0804 | Stewart, George | 12,164.10 |
| 84-cv-0809 | Jackson, Patricia | Denied |
| 84-CV-0816 | Bivens, David | Dismissed |
| 84-CV-0829 | Barkens, James | Denied |
| 84-cv-0832 | Gallegos, Raül | Denied |
| 84-cv-0838 | Medellin, Rito Daniel | Dismissed |
| 84-cv-0840 | Turner, Dorothy L. | 2,000.00 |
| 84-cv-0848 | Bernecer, Santos | Dismissed |
| 84-cv-0852 | Porter, Tencie L. | 2,000.00 |
| 84-cv-0853 | Ray, James A. | 494.98 |
| 84-cv-0854 | Amos, Gregory P. | 460.42 |
| 84-cv-0855 | Bakke, Jeffrey Lynn | Denied |
| 84-cv-0859 | Ladd, Gertrude | 15,000.00 |
| 84-cv-0860 | Norris, Robin Dean | 8,585.89 |
| 84-CV-0873 | Alvarez, Albertito | Denied |
| 84-CV-0878 | McCullor, Lonnie | 15,000.00 |
| 84-CV-0896 | Picciariello, Cynthia | 247.80 |
| 84-cv-0900 | Johnson, Sandra | 1,199.70 |
| 84-cv-0902 | Nevers, Craig | 66.77 |
| 84-cv-0911 | Temple, Thomas W. | 15,000.00 |
| 84-CV-0912 | Torres, Maria Del Rosario | 15,000.00 |
| 84-CV-0924 | Hollis, Jessie | Denied |
| 84-CV-0943 | Poy, Isabella | 2,000.00 |
| 84-CV-0951 | Glover, Lillian | Dismissed |
| 84-CV-0954 | Gengler, Leon Arthur | Denied |
| 84-CV-0955 | Goard, Kenneth Leon | 15,000.00 |
| 84-cv-0964 | Roberto, Vito M. | Denied |
| 84-cv-0967 | Stephens, Rita C. | Denied |
| 84-CV-0970 | Alford, Janet | 1,971.44 |
| 84-CV-0973 | Hassel, Helen | 2,243.46 |
| 84-CV-0976 | Held, Judith | 3,990.00 |
| 84-cv-0983 | Senesac, Allen D. | 869.82 |
| 84-CV-1000 | Krolack, Maybelle and Goedert, Melvin R. | 2,410.62 |
| 84-CV-1017 | Rolnicki, Thomas L. | Denied |
| 84-cv-1020 | Tucker, Lindell | Denied |
| 84-cv-1022 | Welch, Brenda | Denied |
| 84-CV-1027 | Chia, Ray | 825.90 |
| 84-CV-1030 | Tinoco, Francisco | Dismissed |
| 84-cv-1042 | Sypien, LeRoy & Sypien, Charlene M. | 10,594.15 |

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|---|---|---|
| 84-CV-1052 | Beacham, Richard | 22.14 |
| 84-CV-1057 | Grimes, Catherine | 2,483.20 |
| 84-CV-1060 | McCain, Earline | Denied |
| 84-CV-1068 | Long, James H. | Denied |
| 84-cv-1069 | Macarthy, Benjamin T. | 4,530.05 |
| 84-CV-1075 | Wiley, Donald | 626.35 |
| 84-CV-1079 | Mandel, Chanan | Dismissed |
| 84-cv-1083 | Sayers, Paul T. | 5,697.47 |
| 84-CV-1089 | Ambrose, Iris M. | Denied |
| 84-CV-1093 | Johnson, Amelia S. | Denied |
| 84-CV-1098 | Bojarski, Casimer A. | 570.00 |
| 84-cv-1099 | Herman, Marlin D. | 15,000.00 |
| 84-cv-1109. | Blanchard, Susan Melody | 2,490.67 |
| 84-CV-1111 | Terry, Ella B. | Denied |
| 84-CV-1114 | Chapa, Ambrosio | 2,000.00 |
| 84-CV-1130 | Quinones, Maria | 1,572.00 |
| 84-CV-1132 | Vernier, John | Denied |
| 84-cv-1136 | Brown, William H. | Dismissed |
| 84-CV-1137 | Gilmartin, Robert K. | Dismissed |
| 84-CV-1141 | Gamez, Miguel | Denied |
| 84-cv-1148 | Perry, Martha | Denied |
| 84-CV-1150 | O'Leary, Eileen and Daly, Martin | 2,700.00 |
| 84-CV-1177 | Gonzalez, Pablo | 2,386.35 |
| 84-CV-1178 | Smith, Willie O. | 2,633.84 |
| 84-CV-1181 | Rodriguez, Maria | 1,234.90 |
| 84-cv-1183 | Sisulak, Diane L. | Dismissed |
| 84-CV-1193 | Farmer, Sharon | Denied |
| 84-CV-1207 | Sanders, Keith | Denied |
| 84-CV-1215 | Stacker, Jeffrey Lamar | Dismissed |
| 84-CV-1218 | Brown, Alice L. | 1,015.00 |
| 84-CV-1219 | Conley, Clinton | 511.61 |
| 84-cv-1220 | Greenfield, Lillie B. | Denied |
| 84-cv-1225 | O'Day, Michael L. | 2,882.20 |
| 84-cv-1239 | Gatewood, Essie L. and Gatewood, Beverly | 8,565.00 |
| 84-CV-1240 | Smith, Floyd D., Jr. | 358.13 |
| 84-CV-1245 | Patterson, Helen | 215.34 |
| 84-cv-1250 | Roberson, William | Denied |
| 84-CV-1256 | Trent, William L. | Denied |
| 84-CV-1261 | Pruitt, Bernard | Denied |
| 84-CV-1263 | Twenhafel, Roger P. | 256.83 |
| 84-CV-1265 | Gramenz, Wayne Dean | 30.45 |

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|---|---|---|
| 84-CV-1267 | Robertson, Edward | Dismissed |
| 84-CV-1276 | Lajewski, Joanne P. | Denied |
| 84-CV-1278 | Head, Marie | 2,000.00 |
| 84-cv-1280 | Ridgell, Patricia Ann and Ridgell, Mary | 2,000.00 |
| 84-cv-1281 | Januszewski, Evelyn | Dismissed |
| 84-CV-1287 | Montana, Helen J. | 4,433.60 |
| 84-CV-1291 | Carter, Clarence | Denied |
| 85-cv-0001 | Bradford, Phoebe | Dismissed |
| 85-cv-0002 | Gabay, Michael John | 954.23 |
| 85-CV-0007 | Stewart, Claudette | Denied |
| 85-CV-0016 | Johnson, Earnstine | Dismissed |
| 85-cv-0021 | Conner, DeCab | Dismissed |
| 85-CV-0045 | Byrd, Elizabeth W. | 2,000.00 |
| 85-cv-0064 | Step, Wactaw | 438.20 |
| 85-CV-0065 | Susanke, Eva | Denied |
| 85-CV-0071 | Harte, Brian James | 32.01 |
| 85-CV-0076 | Caldwell, Claude | Dismissed |
| 85-CV-0081 | Anthony, Pearl | Denied |
| 85-cv-0084 | Brown, Blondella Perry | 2,000.00 |
| 85-CV-0092 | Turner, Patricia Diane | 407.00 |
| 85-CV-0095 | Gamble, Lawrence | 1,577.10 |
| 85-cv-0096 | Gilson, Carol J. | Denied |
| 85-CV-0099 | Watkins, Ann Mane | 1,807.33 |
| 85-CV-0105 | Steininger, Glenn W. | 735.00 |
| 85-cv-0111 | Stepanek, Patricia | 15,000.00 |
| 85-CV-0115 | Evansco, Emily Jo | 71.00 |
| 85-CV-0116 | Goslawski, Richard A., Mr. & Mrs. | 734.20 |
| 85-CV-0122 | Tindall, Melodie | 1,448.00 |
| 85-CV-0132 | Heinrich, Joseph J., Guardian | 15,000.00 |
| 85-cv-0133 | Heinrich, Joseph J., Guardian | 15,000.00 |
| 85-CV-0134 | Amparan, George E., Sr. | Denied |
| 85-CV-0135 | Fouche, Charles E. | Denied |
| 85-CV-0154 | Baines, Alex G. | Dismissed |
| 85-CV-0157 | Teague, Clarence E. | 333.85 |
| 85-CV-0158 | Green, Evelyn | 287.21 |
| 85-CV-0162 | Shoulders, Annie | Denied |
| 85-CV-0163 | Wilson, Juanita | 414.70 |
| 85-CV-0173 | Sandoval, Salvador | 258.10 |
| 85-CV-0174 | Arroyo, Felicita | Dismissed |
| 85-CV-0178 | Rys, Miroslav | 2,000.00 |
| 85-CV-0193 | Forrest, Kenny | Dismissed |

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|---|---|---|
| 85-cv-0196 | Gosser, Janice | 409.06 |
| 85-CV-0197 | Gosser, Janice | 110.98 |
| 85-CV-0198 | Rodges, Dennis | 1,584.17 |
| 85-cv-0200 | Tienda, Joseph, Jr. | 5,100.45 |
| 85-CV-0203 | James, Mary | 2,381.00 |
| 85-cv-0210 | Fleming, Anthony | 571.30 |
| 85-CV-0215 | Price, Susan E. | 1,893.59 |
| 85-CV-0217 | McGruder, Dianna and Brown, Ruth M. | 1,979.55 |
| 85-cv-0220 | Walker, Darryl F. | 395.28 |
| 85-cv-0223 | Fox, Robert P. | 679.99 |
| 85-GV-0229 | Childers, James R. and Allen, Melinda | 700.00 |
| 85-cv-0235 | Fisher, Pelom | 1,500.00 |
| 85-CV-0236 | Ramey, Veronica | 2,000.00 |
| 85-CV-0253 | Sutera, Nancy A. | 2,854.07 |
| 85-CV-0254 | Tallent, Gregory | Denied |
| 85-CV-0257 | Lucas, Casey & Connelia | 2,000.00 |
| 85-CV-0261 | Foster, Loretta | Denied |
| 85-cv-0264 | Schneider, Scott | Denied |
| 85-cv-0266 | Robinson, Darrell | 93.50 |
| 85-CV-0287 | Robinson, Charles O. | Dismissed |
| 85-CV-0292 | Ozimek, Joseph G. | Denied |
| 85-CV-0293 | Robles, Aracelia Magallanes V. | 15,000.00 |
| 85-CV-0295 | Cathey, Henry | Denied |
| 85-CV-0302 | Watt, Ingrid | 1,021.85 |
| 85-CV-0314 | Alvarado, Aida | Denied |
| 85-CV-0320 | Pounds, Annie Bell | 2,000.00 |
| 85-cv-0332 | Burgos, Rosa | 1,255.00 |
| 85-CV-0335 | Cobasin,Miguel | Denied |
| 85-cv-0338 | Glowczwski, Anthony L. | Denied |
| 85-CV-0343 | Jackson, Betty J. | 15,000.00 |
| 85-cv-0344 | Lenart, Mary L. | .Dismissed |
| 85-CV-0346 | Payne, Patricia Gail | 332.42 |
| 85-CV-0347 | Radzejewski, Danny | 6,689.70 |
| 85-cv-0349 | White, Frances | 914.10 |
| 85-CV-0357 | Harris, Billie Jean and Harris, Wandria J. | 1,797.85 |
| 85-CV-0358 | Hernandez, David J. | Denied |
| 85-CV-0361 | McAvoy, John | 239.50 |
| 85-CV-0363 | Ross, Willie J. & Annette | 1,837.00 |
| 85-CV-0369 | Griffin, Daisy | 2,000.00 |
| 85-cv-0380 | Swinford, Danney M. | 3,474.57 |
| 85-CV-0386 | Fakhoury, Raghda | 15,000.00 |

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|---|---|---|
| 85-CV-0387 | Gilliam, John Paul | 767.66 |
| 85-CV-0388 | Grear, Horace S. | 2,000.00 |
| 85-cv-0389 | Green, Jewel | 2,000.00 |
| 85-CV-0391 | Katz, Ethel | 7,845.39 |
| 85-CV-0394 | Locke, Bertha A. and Johnson, Sharon K. and Bailey, Margaret | 15,000.00 |
| 85-CV-0395 | Stinson, Jessie | 1,954.75 |
| 85-CV-0397 | Brewer, Karen Ann | 3,823.58 |
| 85-CV-0400 | Gentile, Violetta A. | 15,000.00 |
| 85-CV-0406 | Elder, Joyce | Denied |
| 85-CV-0407 | Jenkins, Alfred E., Jr. | Dismissed |
| 85-CV-0411 | Polin, Suzy Victoria | 11,186.00 |
| 85-CV-0414 | Gardner, Thomas V. | 2,000.00 |
| 85-CV-0418 | Santiago, James | Dismissed |
| 85-cv-0420 | LaRosa, Edward P. | Dismissed |
| 85-CV-0422 | Johnson, Connie | Dismissed |
| 85-CV-0423 | Johnson, Grace | Dismissed |
| 85-cv-0433 | Soto, Estevania | Denied |
| 85-CV-0435 | Williams, Marvin G. | 2,348.28 |
| 85-CV-0436 | Austin, Lucy M. | 2,000.00 |
| 85-CV-0442 | Cox, David E. | 563.15 |
| 85-CV-0443 | Dickey, Phyllis | 1,173.72 |
| 85-CV-0446 | Lewis, Martha | 20.00 |
| 85-CV-0448 | Logan, Dannie N. | 1,893.48 |
| 85-CV-0454 | Wynn, Cornelius | Denied |
| 85-CV-0463 | Randle, Daisy | 1,939.00 |
| 85-cv-0464 | Randle, Daisy | Denied |
| 85-CV-0465 | Riley, Jimmy | 1,010.00 |
| 85-CV-0466 | Stanek, William E. | Dismissed |
| 85-CV-0467 | Stegbauer, Robert F. | 541.55 |
| 85-CV-0468 | Vasquez, Mary | 425.60 |
| 85-CV-0474 | Fort, Bernice | Dismissed |
| 85-CV-0476 | Kuffner, George M. | Denied |
| 85-CV-0482 | Stevens, Fredonia and Stevens, Annette | Denied |
| 85-CV-0484 | Taylor-Thompson, Eddie | 905.00 |
| 85-CV-0486 | Almaraz, Armando | Denied |
| 85-CV-0492 | Cutler, Scott Thomas | 9,226.88 |
| 85-CV-0495 | Haines, Jerry | 1,279.60 |
| 85-CV-0516 | Mercado, Doris | Denied |
| 85-CV-0517 | McCauley, Patricia Ann and McCauley, Loy | 2,000.00 |
| 85-CV-0523 | Poloway, Theresa A. | 219.00 |

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|---|---|---|
| 85-CV-0526 | Garner, DiAnn | Denied |
| 85-CV-0527 | Hatfield, Elmo | Denied |
| 85-CV-0539 | Cisneros, Eugene D. | 3,492.96 |
| 85-CV-0549 | Ward, Anthony | 3,673.79 |
| 85-CV-0554 | Brown, Geraldine | 1,311.78 |
| 85-CV-0556 | Grier, Keith L. | Denied |
| 85-CV-0565 | Porter, Georgia Scott | 137.50 |
| 85-CV-0566 | Wesley, Virginia | 15,000.00 |
| 85-CV-0572 | Thompson, Patrick J. | 910.00 |
| 85-CV-0579 | Goeing, Donald F. | Denied |
| 85-CV-0588 | Trevino, Carlos | 4,247.00 |
| 85-CV-0593 | Shy, LaSell | 5,898.58 |
| 85-CV-0607 | Hamideh, Ahmad | 2,000.00 |
| 85-CV-0611 | Richards, Charlotte | 15,000.00 |
| 85-CV-0614 | Carrizales, Thomas | Denied |
| 85-CV-0616 | Edin, Walter Manley | 2,728.70 |
| 85-CV-0617 | Garner, Terry | Denied |
| 85-CV-0618 | Johnson, Sharon K. | Dismissed |
| 85-CV-0621 | Baubin, Annie, and Pogwizd, Mary Irene | 9,240.00 |
| 85-CV-0623 | Hines, Dorothy | 2,000.00 |
| 85-CV-0624 | Taylor-Smith, Debra Ann | Dismissed |
| 85-CV-0629 | Stevens, Annette | Dismissed |
| 85-CV-0637 | Jones, Minnie | 2,000.00 |
| 85-CV-0639 | Wooley, Ernestine | 351.00 |
| 85-CV-0645 | Love, Ruby L. | 2,000.00 |
| 85-CV-0646 | Muhammad, Ibrahim | Dismissed |
| 85-CV-0648 | Jones, Bennie | Denied |
| 85-CV-0649 | Rogers, Patricia | 15,000.00 |
| 85-CV-0652 | Hall, William L. | 4.39 |
| 85-CV-0655 | Flores, Irma and Flores, Guadalupe | 6,600.00 |
| 85-CV-0656 | Greenloh, Beatrice | 2,797.71 |
| 85-CV-0659 | Harris, Susie | 2,000.00 |
| 85-CV-0663 | Smith, Joyce and Jones, Dorothy | 2,000.00 |
| 85-CV-0667 | McCaw, Betty A. | 15,000.50 |
| 85-CV-0676 | Spletzer, Linda | 139.37 |
| 85-CV-0678 | Wilkes, Mary L. | 15,000.00 |
| 85-CV-0679 | Brown, Frances W. | 2,000.00 |
| 85-CV-0680 | Fisher, Pansy | 33.93 |
| 85-CV-0681 | Flags, Flenora | 2,000.00 |
| 85-CV-0683 | Gornik, Susan F. | 387.60 |
| 85-CV-0689 | Cook, Curtis J. | Denied |

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|---|---|---|
| 85-CV-0905 | Felger, Virginia L. | 3,109.21 |
| 85-CV-0907 | Foster, Barbara | Denied |
| 85-cv-0909 | Jackson, Stephanie | 1,172.90 |
| 85-cv-0911 | Alegria, Tammy (Perkins) | 15,000.00 |
| 85-CV-0913 | Sandoval, Frances | 2,000.00 |
| 85-CV-0915 | Bryant, Trennia | 1,051.00 |
| 85-CV-0917 | Davis, Mary | Denied |
| 85-CV-0921 | Jackson, Valerie | 11,798.38 |
| 85-cv-0925 | Miner, Raynard | Dismissed |
| 85-CV-0927 | Berkowitz, Mildred | 674.35 |
| 85-CV-0928 | Casilla, Vivian | 2,140.80 |
| 85-CV-0929 | Heinrich, Ronald P. | Dismissed |
| 85-CV-0930 | Johnson, James W. | 2,366.44 |
| 85-CV-0931 | Loy, Walter D., Jr. | 1,006.00 |
| 85-CV-0936 | Winston, Wardell | 840.48 |
| 85-CV-0937 | Black, Walter J. | 1,626.14 |
| 85-CV-0941 | McClain, Marc Donald | 1,693.85 |
| 85-CV-0943 | Luckett, Maggie | 522.00 |
| 85-CV-0947 | Reuss, Teena | Dismissed |
| 85-CV-0951 | Duda, Corey D. | 2,713.72 |
| 85-CV-0952 | Heinz, Gary A. | 2,000.00 |
| 85-CV-0954 | Wilkerson, Ricky | 42.11 |
| 85-CV-0955 | Bell, Fred | 172.64 |
| 85-CV-0959 | Harbison, Debra A. | 15,000.00 |
| 85-CV-0961 | Huner, Kenneth D. | 2,324.01 |
| 85-CV-0962 | Jones, Deborah | 15,000.00 |
| 85-cv-0963 | Mays, Albert | 667.15 |
| 85-CV-0965 | Cuebas, Manuella | 15,000.00 |
| 85-CV-0967 | Vasquez, John | 11,316.08 |
| 85-CV-0968 | Guntharp, Ena | Denied |
| 85-CV-0970 | Kratz, Tracy Lee | 15,000.00 |
| 85-CV-0975 | Cantlow, Margaret | Denied |
| 85-CV-0977 | Petty, Jan L. | 557.32 |
| 85-CV-0982 | Lupercio, Santos | Denied |
| 85-CV-0993 | Wells, Evelyn D. | 7,284.67 |
| 85-CV-0994 | Woods, Osie and Kibble, Elizabeth | 1,191.44 |
| 85-CV-0995 | Berkman, Anthony J. | Denied |
| 85-cv-0996 | Cantu, Lucille Lopez | Denied |
| 85-CV-0997 | Carlson, Donald L. | 19.96 |
| 85-CV-0998 | Denson, William | 15,000.00 |
| 85-cv-0999 | Easter, Lillie | Denied |

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|---|---|---|
| 85-cv-1008 | Lusby, Ida Mae | 2,572.50 |
| 85-CV-1011 | Merkel, James T. | 1,260.24 |
| 85-CV-1016 | Schnorr, Clara H. | 2,000.00 |
| 85-CV-1020 | Tamayo, Joseph N., Jr. | 13,646.15 |
| 85-cv-1023 | Brimley, Clarence | 7,478.39 |
| 85-CV-1024 | Gregor, Anabel | 1,123.47 |
| 85-cv-1028 | Perryman, Ronald D. | 791.99 |
| 85-CV-1030 | Williams, Edna | Denied |
| 85-CV-1031 | Chapman, Delores | 3,840.00 |
| 85-CV-1032 | Cooperwood, Cloteria | 2,000.00 |
| 85-CV-1036 | Harrington, David R. | 238.00 |
| 85-CV-1038 | Howard, Romuald J. and Eloise | 5,000.00 |
| 85-CV-1046 | Tackes, Roseann | 8,823.39 |
| 85-CV-1047 | Hall, Corine | 2,000.00 |
| 85-CV-1048 | Hayward, Donald Robert | 4,763.23 |
| 85-CV-1049 | Hernandez, Elsa | 15,000.00 |
| 85-CV-1050 | Kubbs, Frances C. | 1,129.75 |
| 85-CV-1052 | Hollins, Maxine | Denied |
| 85-CV-1054 | Sturkey, Rose Marie | Denied |
| 85-CV-1057 | Butler, Jacob | 6,209.08 |
| 85-CV-1058 | Cruz, Virginia | 15,000.00 |
| 85-cv-1061 | Mak, Lung Fai | 2,000.00 |
| 85-CV-1062 | Tucker, Annie Louise | 1,815.00 |
| 85-CV-1063 | Andavis, Larry | 674.70 |
| 85-CV-1065 | Elliott, Frances | Denied |
| 85-CV-1066 | Flowers, Brenda Joyce | 1,505.58 |
| 85-CV-1067 | McLain, Gladys | Denied |
| 85-CV-1070 | Del Real, Elba | 2,000.00 |
| 85-CV-1073 | Terry, Brenda L. | 2,000.00 |
| 85-CV-1078 | Chester, James E. | 6,572.48 |
| 85-cv-1080 | Haryasz, Edmund | 118.50 |
| 85-cv-1081 | Haryasz, Gertrude | 862.50 |
| 85-CV-1082 | Hale, Barbara | 1,810.00 |
| 85-CV-1083 | Hill, Mary A. | 1,317.00 |
| 85-cv-1084 | McGrath, Kenneth J. | Denied |
| 85-CV-1087 | Carey, Duane & Shirley | Denied |
| 85-CV-1089 | Mahoney, James P. | 2,024.74 |
| 85-CV-1095 | Daugherty, Ruth Ann | Denied |
| 85-CV-1098 | Martin, Fannie | 82.00 |
| 85-cv-1099 | Pearson, Ambus | 177.35 |
| 85-CV-1102 | Vernier, Mary Beth (Mueller) | Denied |

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|---|---|---|
| 85-CV-1103 | Walker, Clarence | Dismissed |
| 85-CV-1104 | Walsh, Patrick J. | 2,234.80 |
| 85-CV-1105 | Garrett, Albert | Denied |
| 85-CV-1107 | Weber, Martha | 1,549.01 |
| 85-CV-1108 | Baker, Mary W. | 2,000.00 |
| 85-CV-1111 | Carrizales, Margarita | Denied |
| 85-CV-1112 | Mellette, Kevin | Denied |
| 85-CV-1113 | Murray, Leo E., Jr. | 15,000.00 |
| 85-CV-1117 | Frias, Evy C. | Denied |
| 85-CV-1120 | Rodriguez, Margarita | 2,000.00 |
| 85-CV-1123 | Medellin, John | 310.00 |
| 85-CV-1125 | Wilkerson, Hazel | Denied |
| 85-CV-1126 | Cabrera, Bulmaro, a/k/a Salbador Cabrera | Denied |
| 85-CV-1127 | Cain, Arthur | Denied |
| 85-CV-1129 | Pool, Kenneth David | 830.05 |
| 85-CV-1131 | Gordon, James | Denied |
| 85-CV-1133 | Niemann, Christine M. | Denied |
| 85-cv-1134 | Abrams, Florence | 86.20 |
| 85-cv-1135 | Johnson, Annie Lee | 2,000.00 |
| 85-CV-1137 | Pellegrini, Rose and Lucchetti, Amelia | 2,000.00 |
| 85-CV-1140 | Edwards, Ernest | Denied |
| 85-CV-1145 | Brooks, Sherona A. | Denied |
| 85-CV-1147 | Green, Jane Etta | 1,227.40 |
| 85-CV-1148 | Haywood, Clarence E. | 4,386.68 |
| 85-CV-1149 | Meeker, Glenn E. | 1,023.50 |
| 85-CV-1151 | Barnes, Janice | 1,340.48 |
| 85-CV-1152 | Edwards, John, Sr. | 1,949.00 |
| 85-CV-1153 | Fraley, Norman Scott | 2,984.69 |
| 85-CV-1154 | Gates, Dawn | Denied |
| 85-CV-1155 | Goode, Eva Lynette | Denied |
| 85-CV-1156 | Guillermo, Ruben & Elsa | 2,000.00 |
| 85-CV-1159 | Levy, Charles | 15,000.00 |
| 85-CV-1161 | Quiroa, Bayron | 166.43 |
| 85-CV-1162 | Summers, Kenneth, Jr. | 4,072.43 |
| 85-CV-1163 | Arzate, Celia | 1,325.00 |
| 85-cv-1164 | Baker, Sandra | Dismissed |
| 85-CV-1165 | Costello, Kiki | 2,223.40 |
| 85-CV-1166 | Evans, Bonnie | 44.38 |
| 85-CV-1169 | Hough-Bey, Ahmed | 160.00 |
| 85-CV-1172 | Cain, Mildred and Alexander, Jimmy D. | 2,000.00 |
| 85-CV-1174 | Mingledolph, Debra | 3,311.35 |

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|---|---|---|
| 85-CV-1178 | Palej, Wojciech | Denied |
| 85-CV-1181 | Blakney, Clyde | 8,016.89 |
| 85-CV-1182 | Bradley, Earl | 2,000.00 |
| 85-CV-1184 | Drummond, Sharron | Denied |
| 85-CV-1185 | Flournoy, Nadine L. | Denied |
| 85-CV-1187 | Ju, Sook Jung | 818.75 |
| 85-CV-1188 | Levy, Barbara J. | 2,000.00 |
| 85-CV-1190 | Rodriguez, Evelyn | 1,754.00 |
| 85-CV-1193 | Williams, Iva | 347.18 |
| 85-CV-1197 | Carreon, Jose Bladimir | 2,000.00 |
| 85-CV-1200 | Freeman, Coy | Denied |
| 85-CV-1202 | Hughes, Debra | 2,000.00 |
| 85-CV-1205 | O'Leary, Mattie M. | 2,000.00 |
| 85-CV-1209 | Sanchez, Yolanda | 1,235.00 |
| 85-CV-1211 | Willcox, Amanda J. | 13.50 |
| 85-CV-1212 | Zimmerman, Adeline Christensen | 2,000.00 |
| 85-CV-1216 | Kochs, Martin P. | 246.00 |
| 85-CV-1217 | Nemeth, Alec | 161.56 |
| 85-CV-1218 | Romero, Juan | 2,000.00 |
| 85-cv-1221 | Borla, Michael J. | 5,568.62 |
| 85-CV-1222 | Crowder, Walter | 2,000.00 |
| 85-cv-1223 | Denwiddie, Reginald | 3,908.54 |
| 85-CV-1225 | Jackson, Pearlie Mae | 548.20 |
| 85-CV-1226 | McClanahan, Carole Ann | 1,871.50 |
| 85-CV-1228 | Pesut, Milos | Denied |
| 85-CV-1231 | Wells, Gary L. | 2,349.24 |
| 85-CV-1233 | Bejcek, Grace M. | 15,000.00 |
| 85-cv-1234 | Brown, Mary J. | 15,000.00 |
| 85-cv-1235 | Clausen, Edward J. | 1,106.24 |
| 85-CV-1237 | Fiedor, Andre J. | Denied |
| 85-CV-1238 | Foster, George O. | 2,154.25 |
| 85-cv-1239 | Kirksey, Lawrence | 866.95 |
| '85-cv-1242 | Yott, Marie | 295.00 |
| 85-CV-1243 | Banks, Murdie | 1,300.00 |
| 85-CV-1244 | Barry, Mary E. | 2,000.00 |
| 85-CV-1246 | Cruz, Juan A., Sr. | Denied |
| 85-CV-1247 | Hammershoy, Richard A. | 1,099.32 |
| 85-CV-1250 | Kim, Jong Y. | 4,081.00 |
| 85-CV-1252 | Morales, Juan | Denied |
| 85-CV-1253 | Moreno, Petra | 5,212.53 |
| 85-CV-1258 | Tigay, Yetta | 1,680.52 |

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| 85-CV-1259 | Thompson, Alberta C. | Dismissed |
| 85-CV-1261 | Bannister, Rochell | Denied |
| 85-CV-1265 | Miller, Izola B. | 3,278.82 |
| 85-CV-1266 | Nelson, Marion W. | 15,000.00 |
| 85-CV-1267 | Stutzman, William F., Jr. | 2,000.00 |
| 85-CV-1271 | Jordan, Rosetta | 579.00 |
| 85-CV-1276 | Morgan, Mary L. & Harry L. | 1,595.00 |
| 85-CV-1278 | Robinson, Jeanette | 1,406.00 |
| 85-CV-1279 | Setmeyer, Richard J. | Denied |
| 85-CV-1282 | Hodges, Margie | 1,325.00 |
| 85-CV-1284 | Sanchez, Jane | 1,585.80 |
| 85-CV-1287 | Baker, Kathryn D. | 220.57 |
| 85-CV-1293 | Segura, Tomasita | Denied |
| 86-CV-0003 | Flowers, Gregory Thomas | Denied |
| 86-CV-0004 | Lyons, Connie K. | 267.69 |
| 86-CV-0007 | Styles, Sylvester, Jr. | 434.00 |
| 86-CV-0009 | Anderson, Mable | 2,000.00 |
| 86-cv-0010 | Alsup, Shirley | 2,000.00 |
| 86-CV-0015 | Maxwell, Tracey H. | 3,619.83 |
| 86-CV-0017 | Betts, Nellie | Denied |
| 86-CV-0020 | Warzalek, Virginia H. | Denied |
| 86-cv-0021 | Miller, Leroy | 2,000.00 |
| 86-CV-0024 | Szafraniec, Loretta | 1,966.00 |
| 86-CV-0025 | Williams, Pearl | 3,051.14 |
| 86-CV-0027 | Davis, Margaret A. | 2,000.00 |
| 86-CV-0029 | Keating, Marian | Dismissed |
| 86-CV-0030 | Lewis, William J. | Dismissed |
| 86-CV-0031 | Lindsten, Melville C. | 1,275.00 |
| 86-CV-0032 | Wolf, Kurt C. | 3,363.20 |
| 86-CV-0033 | Arnold, Ruby | 2,000.00 |
| 86-CV-0034 | Brimley, Edna | 1,684.22 |
| 86-CV-0035 | Boone, James H. | 185.80 |
| 86-CV-0038 | Harden, Velma | Denied |
| 86-CV-0040 | Tyson, William R. & Carole D. | 2,000.00 |
| 86-CV-0042 | Knapp, Anna | 3,031.64 |
| 86-CV-0044 | Rogers, Robbie | 2,000.00 |
| 86-CV-0047 | Steinweg, Margaret H. | 69.00 |
| 86-CV-0048 | DeSimone, Rocco | 2,000.00 |
| 86-CV-0051 | Neuman, Michael | 15,000.00 |
| 86-CV-0052 | Poole, Keith B. | 3,084.79 |
| 86-CV-0057 | Hearton, Tony | 195.90 |

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|---|---|---|
| 86-CV-0059 | Stevens, Mary | Denied |
| 86-CV-0060 | Walker, Hazel J. | 1,405.00 |
| 86-CV-0061 | Byers, Alma L. | 2,850.00 |
| 86-CV-0062 | Davis, Robert | 525.00 |
| 86-CV-0066 | Chandler, Ella | 2,000.00 |
| 86-CV-0071 | Duffy, Marguerite Setlak & Duffy, Michael John | 4,000.00 |
| 86-CV-0074 | Jones, Singrid C. | 2,000.00 |
| 86-CV-0076 | Lujan, Patricia D. | 615.60 |
| 86-CV-0077 | Matthews, Beatrice | Denied |
| 86-CV-0078 | Przebieda, Genevieve S. and Szady, John | 2,000.00 |
| 86-CV-0084 | Campos, Alba | Denied |
| 86-CV-0087 | Zurczak, Andrew A. | 6,885.41 |
| 86-CV-0091 | Bernardo, Michael | 1,939.63 |
| 86-CV-0093 | Burnside, Lovella | 2,000.00 |
| 86-CV-0094 | Casoria, Jane | Denied |
| 86-CV-0098 | Kristin, Maureen | 15,000.00 |
| 86-CV-0099 | Patrick, Gladys | Denied |
| 86-CV-0102 | Verrett, Sue T. | 73.61 |
| 86-CV-0104 | Wilson, Mary | 2,000.00 |
| 86-CV-0113 | Kratochvil, David D. | Denied |
| 86-CV-0114 | Krafthefer, Frances | 2,000.00 |
| 86-CV-0115 | Morales, Rosalinda and Morales, Gloria | 1,552.00 |
| 86-CV-0116 | Phelps, Lee A. | 1,363.00 |
| 86-CV-0117 | Taylor, Stephany L. | 3,192.49 |
| 86-CV-0119 | Milewski, Isabella | 15,000.00 |
| 86-CV-0120 | Robinson, Jean D. | 1,593.00 |
| 86-CV-0122 | Wallace, Phyllis | Denied |
| 86-CV-0123 | Williams, Mary | 2,000.00 |
| 86-CV-0125 | Ackerman, Michael E. | 2,000.00 |
| 86-CV-0126 | Kiner, William H. | 185.20 |
| 86-CV-0130 | Hemphill, Belinda | Denied |
| 86-CV-0131 | Jackson, Sam, for Dante Jackson | Denied |
| 86-CV-0133 | McCullum, Rosemary | 2,000.00 |
| 86-CV-0135 | Ohms, Vincent | 253.49 |
| 86-CV-0137 | Rivers, Eunice M. | Denied |
| 86-CV-0138 | Robinson, Carl E. | 2,000.00 |
| 86-CV-0139 | Alagno, Anne B. | 1,348.55 |
| 86-CV-0140 | Bethel, Kenneth R. | Denied |
| 86-CV-0143 | Sitzman, Herbert | 210.00 |
| 86-CV-0145 | Spaulding, Patricia | Denied |

| | | |
|---|---|---|
| 86-CV-0146 | Whiting, Nancy | 2,000.00 |
| 86-CV-0147 | Baker, Charles | 2,000.00 |
| 86-CV-0150 | Blue, Becky Sue | 899.45 |
| 86-CV-0152 | Clausen, Katharina | 1,617.28 |
| 86-CV-0156 | Moore, Mae Bell | Denied |
| 86-CV-0158 | Rayford, Timmy | Denied |
| 86-CV-0164 | Owens, Sadie | 3,693.10 |
| 86-CV-0167 | Rhymer, Edward **R.** & Gloria A. | 1,978.65 |
| 86-CV-0168 | Staake, Francis | Dismissed |
| 86-CV-0170 | Corley, Betty J. | 2,000.00 |
| 86-CV-0172 | Hladky, Debra and Hladky, Betty Jane | 2,000.00 |
| 86-CV-0177 | Long, Mary | 850.00 |
| 86-CV-0180 | Colon, Gloria | 1,434.00 |
| 86-CV-0182 | Omar, Mohammad | 15,000.00 |
| 86-CV-0185 | Rivera, Maria M. | 15,000.00 |
| 86-CV-0187 | Ulbrich, Ronald M. | 1,264.15 |
| 86-CV-0191 | Gonzalez, Lydia Fred | 1,426.00 |
| 86-CV-0192 | Haynes, Lawrence | 6,909.49 |
| 86-CV-0193 | Johnson, **Walter** | 2,000.00 |
| 86-CV-0194 | Kanton, Joan | 2,000.00 |
| 86-CV-0198 | Whitehead, Tanya | 579.85 |
| 86-CV-0200 | Pilarsky, Ronald C. | 8,931.38 |
| 86-CV-0204 | Green, Jane Etta | 2,000.00 |
| 86-CV-0208 | Patino, Matilda | 15,000.00 |
| 86-CV-0209 | Plunkett, Joseph | Denied |
| 86-cv-0211 | Tobias, Barbara **A.** | 659.50 |
| 86-CV-0212 | Tobias, Michael H. | 592.86 |
| 86-CV-0213 | Dotson, Shirley | Denied |
| 86-CV-0215 | Howell, Susie **B.** | Denied |
| 86-CV-0217 | **Gosch,** Dolores | 15,000.00 |
| 86-CV-0220 | Simon, Cynthia | Denied |
| 86-CV-0222 | Butcher, Melvin | 15,000.00 |
| 86-CV-0224 | Isely, Marta L. | Denied |
| 86-CV-0225 | King, Marie C. | 15,000.00 |
| 86-CV-0226 | Little, Craig H. | 368.82 |
| 86-CV-0227 | Martin, Lisa | 2,880.81 |
| 86-CV-0228 | Payton, Ella Mae | 1,794.80 |
| 86-CV-0229 | Paurazas, Anna | 222.40 |
| 86-CV-0234 | Clausell, Ella Jean | 2,000.00 |
| 86-CV-0236 | Hemming, Randall D. | 3,463.15 |
| 86-CV-0241 | Simmons, William | 549.00 |

| | | |
|---|---|---|
| 86-CV-0244 | Wiley, Larry M. | Denied |
| 86-CV-0249 | Makris, Kenneth J. | 2,000.00 |
| 86-CV-0253 | Velez, Johnny | 5,728.55 |
| 86-CV-0254 | Alexander, Jeffrey | 8,109.69 |
| 86-CV-0255 | Blomgren, May-Britt | 1,267.18 |
| 86-CV-0257 | Rosario, Carmen M. | Denied |
| 86-CV-0259 | Tate, James S., Jr. | 2,000.00 |
| 86-CV-0265 | Mayes, Arlesta | 2,000.00 |
| 86-CV-0271 | Barry, David | 1,713.04 |
| 86-CV-0272 | Bermudez, Juan F. | 2,000.00 |
| 86-CV-0274 | Carlini, Gloria | 445.00 |
| 86-CV-0275 | Cox, Charlene M. | Denied |
| 86-CV-0276 | Davison, Eugene | 149.49 |
| 86-CV-0278 | Haynes, Claudia | 1,572.00 |
| 86-CV-0280 | Marquez, Salvador | Denied |
| 86-CV-0282 | Tarlton, Roger D. | Denied |
| 86-CV-0283 | Washington, Esther | 2,000.00 |
| 86-CV-0284 | Cornejo, Antonio | 8,010.27 |
| 86-CV-0285 | Lott, Charles A. | Denied |
| 86-CV-0286 | Lott, Charles A. | Denied |
| 86-CV-0293 | Gray, George | 1,985.00 |
| 86-CV-0296 | Benda, Christopher | 192.00 |
| 86-CV-0300 | Harrison, Annie M. | 1,895.25 |
| 86-CV-0311 | Yaras, Dyann | 15,000.00 |
| 86-CV-0315 | Fiedor, Andrezej | Denied |
| 86-CV-0317 | Gregerson, Louise B. | 15,000.00 |
| 86-CV-0318 | Hamilton, Renata | 2,000.00 |
| 86-CV-0319 | Hyland, Geraldine F. | 5,391.80 |
| 86-CV-0325 | Herbert, Maybelle | 816.78 |
| 86-CV-0327 | Wiggins, Ruthie Mae | 2,000.00 |
| 86-CV-0331 | Drobney, George J. | 2,000.00 |
| 86-CV-0333 | Love, Jewell | 2,000.00 |
| 86-CV-0339 | Arellano, Imelda | 13,680.62 |
| 86-CV-0340 | Avery, Marie | 270.00 |
| 86-CV-0344 | Harnew, Janet E. | 143.44 |
| 86-CV-0348 | Larry, Tom, Jr. | 1,140.76 |
| 86-CV-0349 | Marlin, Cecilia A. | 940.24 |
| 86-CV-0350 | Monteagudo, Maria A. | 854.69 |
| 86-CV-0351 | Noodwang, Fred J. | 1,619.01 |
| 86-CV-0353 | Shadwick, Larry L. | 15,000.00 |
| 86-CV-0354 | Sherwood, Ruth I. | 1,845.96 |

| | | |
|---|---|---|
| 86-CV-0355 | Weatherford, Ruth | Denied |
| 86-CV-0356 | White, Lynette D. & White, Dorothy & White, Carmen & White, Daniel | 1,952.70 |
| 86-CV-0361 | Daniels, LaMont R. | 575.00 |
| 86-CV-0363 | Jones, Vivian Rosetta | Denied |
| 86-CV-0364 | Lafferty, Evelyn M. | 89.95 |
| 86-CV-0365 | Hill, Leonard | 15,000.00 |
| 86-CV-0366 | Marshall, Ida | 475.24 |
| 86-CV-0369 | Savinski, Donna | Denied |
| 86-CV-0372 | Thomas, Ophelia | 689.00 |
| 86-CV-0383 | Hatch, Ann | Denied |
| 86-CV-0387 | Jones, Keith M. | Denied |
| 86-CV-0389 | Talsma, Timothy | 978.89 |
| 86-CV-0390 | Antonson, George | 2,000.00 |
| 86-CV-0391 | Brady, Breazelia M. | Denied |
| 86-CV-0392 | Cardenas, Juan | 830.78 |
| 86-CV-0394 | Hughes, Charles Wayne | 301.16 |
| 86-CV-0395 | Johnson, Arnold | Denied |
| 86-CV-0398 | **Redmond, Ophelia** | Denied |
| 86-CV-0399 | Rosen, Gunnar J. | 675.00 |
| 86-CV-0409 | Perkins, Dale | Dismissed |
| 86-CV-0413 | Valadez, Rogelio, Sr. | 2,000.00 |
| 86-CV-0414 | Ester, Willis W. | 1,267.58 |
| 86-CV-0415 | Jones, Birdie | 2,000.00 |
| 86-CV-0417 | Brewer, Floyd, Sr. | 2,000.00 |
| 86-CV-0419 | Lloyd, Joyce | Denied |
| 86-CV-0426 | House, Wandell J. | 1,726.82 |
| 86-CV-0427 | Irons, Annie Bell | 1,782.00 |
| 86-CV-0429 | Lacrosse, Richard W. | 2,000.00 |
| 86-CV-0434 | Fisher, Troy C. | 2,000.00 |
| 86-CV-0436 | Coss, Maria M. | 15,000.00 |
| 86-CV-0437 | DeBois, Phillip W. | Denied |
| 86-CV-0442 | McGee, William | 2,000.00 |
| 86-CV-0443 | May, Iris | 2,000.00 |
| 86-CV-0449 | Prescott, Michael | 1,658.47 |
| 86-CV-0450 | Ford, Dolores | Denied |
| 86-CV-0451 | Helms, Nancy Jones | 2,000.00 |
| 86-CV-0454 | McCollum, Timothy R. | Denied |
| 86-CV-0458 | Thomas, Jesse, Jr. | 4,783.50 |
| 86-CV-0460 | Myron, Janet | Denied |
| 86-CV-0461 | Carter, Mary L. | 2,000.00 |

| | | |
|---|---|---|
| 86-CV-0463 | Erskine, Robert A. | 7,050.48 |
| 86-CV-0464 | Fields, Laurie | 197.77 |
| 86-CV-0467 | Richardson, Jack | 15,000.00 |
| 86-CV-0469 | Torluemke, Kenneth William | 2,000.00 |
| 86-CV-0470 | Curry, Jimmy | 1,998.20 |
| 86-CV-0473 | Iqbal, Khalid | 6,323.20 |
| 86-CV-0474 | Moore, Lornold W. | 2,000.00 |
| 86-CV-0475 | Martin, Elizabeth | Denied |
| 86-CV-0481 | Brown, Maxine | 800.00 |
| 86-CV-0482 | Collum, Rosie M. | 2,000.00 |
| 86-CV-0483 | Duggan, David G. | 477.60 |
| 86-CV-0486 | Johnson, Ray V. | 2,000.00 |
| 86-CV-0488 | Silva, Marcelina | 1,775.00 |
| 86-CV-0493 | Collins, Carolyn | 1,090.00 |
| 86-CV-0494 | Koczor, Joseph | 321.87 |
| 86-CV-0495 | Martin, Genevieve | 402.48 |
| 86-CV-0499 | Uribe, Alberto J. | 2,000.00 |
| 86-CV-0500 | Vaughn, Linda S. | 210.85 |
| 86-CV-0503 | Becker, Michael E. | 594.39 |
| 86-CV-0504 | Braico, Jean V. | Denied |
| 86-CV-0507 | Dela Cerda, Eloisa | 2,000.00 |
| 86-CV-0508 | Driscoll, Timothy E. | 2,000.00 |
| 86-CV-0511 | McGee, James | 1,911.90 |
| 86-CV-0512 | Quigley, James P. | 6,246.75 |
| 86-CV-0513 | Hutcherson, Pansey | 964.19 |
| 86-CV-0514 | Krzan, Anna | 540.34 |
| 86-CV-0519 | Black, Richard L. | 1,040.93 |
| 86-CV-0526 | Mines, Donna Pruitt & Lindsay, Brenda P. | 2,000.00 |
| 86-CV-0532 | Thompson, James & Donna | Denied |
| 86-CV-0536 | Orbegoso, Lucio F. | Denied |
| 86-CV-0538 | Davis, Charles | 1,675.00 |
| 86-CV-0543 | Perry, Patricia Ann | 262.00 |
| 86-CV-0545 | Rosado, Eleuteria | 4,106.29 |
| 86-CV-0548 | Spruell, Mary L. | 2,000.00 |
| 86-CV-0559 | Cox, D-Anna M. | 5,229.19 |
| 86-CV-0560 | Stanley, Sammy and Taylor, Alice | 1,930.56 |
| 86-CV-0563 | Grandberry, Virgie A. | Denied |
| 86-CV-0572 | Scales, Betty | Denied |
| 86-CV-0575 | Garcia, Maria A. | 2,000.00 |
| 86-CV-0578 | Andrada, Juanita | 15,000.00 |
| 86-CV-0579 | Campos, Ventura | 2,130.00 |

| | | |
|---|---|---|
| 86-CV-0581 | Woodard, Mary | 1,580.40 |
| 86-CV-0582 | Calvin, Willie J. | Denied |
| 86-CV-0584 | Coleman, Angeline | Denied |
| 86-CV-0585 | Jendry, Milton D. and Duncan, Nora | 2,000.00 |
| 86-CV-0587 | Mitchell, Farrell E., Sr. | 2,087.30 |
| 86-CV-0588 | Mohd, Nancy | 2,000.00 |
| 86-CV-0590 | Ramirez, Laurentino | 1,250.50 |
| 86-CV-0591 | Shepherd, Dessie Marie | 2,000.00 |
| 86-CV-0594 | Lasko, Nettie Leon | 2,000.00 |
| 86-CV-0596 | Pressey, Chris | 1,486.38 |
| 86-CV-0597 | Cisneros, Francisca and Hernandez, Jesus | 6,225.00 |
| 86-CV-0600 | Watts, James T. | 10,028.01 |
| 86-CV-0601 | Adams, Ruth Ann | 379.53 |
| 86-CV-0603 | Jamina, Danny | 15,000.00 |
| 86-CV-0604 | Martin, Diane C. | 693.00 |
| 86-CV-0609 | Orsolini, Reginald & Mary | 2,102.00 |
| 86-CV-0610 | Banuelos, Antonia | 2,000.00 |
| 86-CV-0611 | Hildner, Wayne F. | 234.26 |
| **86-CV-0612** | Griggs, Dorothy **C.** | 2,000.00 |
| 86-CV-0617 | Bates, Beatrice | 2,000.00 |
| 86-CV-0618 | Brewer, Floyd A. | Denied |
| 86-CV-0625 | Kirkendall, Michelle | Dismissed |
| 86-CV-0626 | Lighty, Kevin W. | 1,022.03 |
| 86-CV-0628 | Vinson, Russell Wayne | 242.97 |
| 86-CV-0634 | Terry, Margaret | 1,617.95 |
| 86-CV-0635 | Batinic, Milka K. | 14,348.95 |
| 86-CV-0636 | Bouyer, Carrie L. | 2,000.00 |
| 86-CV-0637 | Overstreet, Christine | 2,000.00 |
| 86-CV-0639 | Chmiel, John T. | Dismissed |
| 86-CV-0642 | Madison, Alexander | Denied |
| 86-CV-0646 | Burks, Arnetta | 2,000.00 |
| 86-CV-0651 | Morales, Carlotta | 2,000.00 |
| 86-CV-0657 | Ellis, Floyd D. | 2,800.00 |
| 86-CV-0658 | Graykowski, Steven | Denied |
| 86-CV-0660 | Griffin, Joni | 2,000.00 |
| 86-CV-0671 | Zuniga, Francisco | 1,090.77 |
| 86-CV-0674 | Totty, Naomi Darlene | Denied |
| 86-CV-0680 | Johnson, Sandra L., for Michael Stinson | 15,000.00 |
| 86-CV-0682 | Rebolledo, Rebeca and Morales, Esquiel | 5,250.00 |
| 86-CV-0683 | Goodwin, Evadne May | 48.12 |
| 86-CV-0685 | Kelly, Loretta | 150.00 |

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|---|---|---|
| 86-CV-0688 | Meadows, Timothy | 3,088.23 |
| 86-CV-0697 | Powell, Robert | 3,102.27 |
| 86-CV-0698 | Allen, June B. | 1,621.50 |
| 86-CV-0703 | Jefferson, Sophenia | 1,250.00 |
| 86-CV-0708 | Abdiji, Sinan | 15,000.00 |
| 86-CV-0713 | Camp, Mildred Lee | Denied |
| 86-CV-0719 | Morales, Mark | Denied |
| 86-CV-0723 | McCarthy, Mary S. | 3,451.14 |
| 86-CV-0726 | Nelson, Jerry | 1,263.24 |
| 86-CV-0729 | Aguilar, Celestino | 1,995.00 |
| 86-CV-0736 | Collins, Rotissia | 1,690.00 |
| 86-CV-0747 | Horvath, Charles W. | Denied |
| 86-CV-0748 | Johnson, Carolyn J. | 1,630.00 |
| 86-CV-0752 | Peyton, Helen | Denied |
| 86-CV-0753 | Prieto, Jose Felix | 577.50 |
| 86-CV-0769 | Jones, Mary F. | 2,000.00 |
| 86-CV-0775 | Wells, Janie L. | Denied |
| 86-CV-0785 | Tallent, Gregory | Denied |
| 86-CV-0789 | Lindgren, Mary | 2,000.00 |
| 86-CV-0792 | Brown, Robert A. | 9,922.85 |
| 86-CV-0794 | Koopman, Keith A. | 328.23 |
| 86-CV-0797 | Erby, Mary | 2,000.00 |
| 86-CV-0802 | Sifuentes, Olivia L. | 2,000.00 |
| 86-CV-0804 | Wilson, Afreda M. | 2,000.00 |
| 86-CV-0813 | Webster, Tanya B. | 2,000.00 |
| 86-CV-0814 | Zukauskas, Arifas | 2,227.46 |
| 86-CV-0816 | Lee, Betty | 2,000.00 |
| 86-CV-0818 | Williams, Susan | 2,000.00 |
| 86-CV-0819 | Bader, Darlene J. | 2,000.00 |
| 86-CV-0822 | Secor, Chester A. | 2,057.50 |
| 86-CV-0823 | Stern, Leslie Anne | Denied |
| 86-CV-0825 | Franklin, Mary | Denied |
| 86-CV-0826 | Jackson, Theodore | 4,212.64 |
| 86-CV-0827 | Washington, Artha Mae | 900.00 |
| 86-CV-0828 | Coxey, Barbara | 889.73 |
| 86-CV-0831 | Little, Gussie | 2,000.00 |
| 86-CV-0833 | Daniels, Letina | 2,000.00 |
| 86-CV-0837 | Williams, Derrick | 1,230.23 |
| 86-CV-0838 | Anderson, Joslyn | 2,000.00 |
| 86-CV-0840 | Burch, Nora L. | 2,000.00 |
| 86-CV-0844 | Elliott, Valerie K. | 4,418.12 |

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|---|---|---|
| 86-CV-0845 | Guardipee, Warren, Sr. | 2,000.00 |
| 86-CV-0848 | Ribbins, Gertrude | Denied |
| 86-CV-0852 | Densmore, Mark | 1,786.90 |
| 86-CV-0853 | Druien, Mary B. | 496.39 |
| 86-CV-0854 | Gonzales, Lazaro | Denied |
| 86-CV-0858 | Lickenbrock, Larry L. | 15,000.00 |
| 86-CV-0861 | Finkel, Donald C. | 469.00 |
| 86-CV-0862 | Reed, David A. | 2,764.79 |
| 86-CV-0863 | Shaffer, Les | 1,300.00 |
| 86-CV-0871 | Bell, Betty (Moultry) | Denied |
| 86-CV-0878 | Williams, Emma | 482.50 |
| 86-CV-0887 | Mackey, Sean G. | 125.75 |
| 86-CV-0890 | Pierre, Leopold | 2,103.98 |
| 86-CV-0896 | Goodman, Cecelia | 14.10 |
| 86-CV-0898 | Knight, Ervin R. | 1,403.40 |
| 86-CV-0906 | Stauffer, Sandra M. | 1,507.50 |
| 86-CV-0907 | Tolentino, Juan | 203.00 |
| 86-CV-0909 | Mobley, Callie | 2,000.00 |
| 86-CV-0911 | Burns, Norman V. | 2,000.00 |
| 86-CV-0916 | Malo, Marion | 15,000.00 |
| 86-CV-0917 | Phillips, Nathaniel | 4,450.72 |
| 86-CV-0918 | Riggins, Charles L., Jr. | 475.00 |
| 86-CV-0921 | Walsh, John A. | 261.00 |
| 86-CV-0924 | Burnett, Jane E. and Siniscalchi, Ronald J. | 2,000.00 |
| 86-CV-0925 | Castillo, Lupe | Denied |
| 86-CV-0926 | Castillo, Lupe | Denied |
| 86-CV-0927 | Castillo, Lupe | Denied |
| 86-CV-0948 | Hicks, Marvin L. | 71.10 |
| 86-CV-0949 | Johnson, Elmon, Ms. | Denied |
| 86-CV-0955 | Schwartz, Susan | 1,995.03 |
| 86-CV-0956 | Williams, Theresa | Denied |
| 86-CV-0967 | Mandley, Meredith | 505.00 |
| 86-CV-0973 | Matthews, Effie | 2,000.00 |
| 86-CV-0974 | Spagnola, Kathleen M. | 15,000.00 |
| 86-CV-0976 | Washington, Peggy | Denied |
| 86-CV-0977 | Bezak, Thomas | 2,661.86 |
| 86-CV-0988 | Naylor, Adwua | Denied |
| 86-CV-0991 | Washington, Ida | Denied |
| 86-CV-1001 | Vest, Jack E., Jr. | 2,000.00 |
| 86-CV-1013 | Haywood, Clarence | Denied |
| 86-CV-1014 | King, Ramah Jane | 2,000.00 |
| 86-CV-1024 | Craig, Ernestina | 2,000.00 |

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|---|---|---|
| 86-CV-1027 | Johnson, Jimmie Lee, Mrs. | 2,000.00 |
| 86-CV-1029 | Marrero, Enrique | 559.23 |
| 86-CV-1032 | Peoples, Dove Ann | Dismissed |
| 86-CV-1035 | Sanders, David R. | Denied |
| 86-CV-1045 | DeLapp, Hattie | 2,000.00 |
| 86-CV-1055 | Parker, Lillie M. | 1,800.00 |
| 86-CV-1056 | Payne, Brian | 552.10 |
| 86-CV-1058 | Rapcan, Timothy Joseph | 10,161.77 |
| 86-CV-1069 | Matay, Edna | 2,000.00 |
| 86-CV-1070 | Nelson, Frank D. | 2,000.00 |
| 86-CV-1071 | Owen, Jackie | 452.00 |
| 86-CV-1073 | Wenzel, John Michael | 484.50 |
| 86-CV-1074 | Wheat, Thomas James | 1,649.78 |
| 86-CV-1083 | Jackson, Stephanie | 15,000.00 |
| 86-CV-1088 | Williams, Anthony | 2,310.00 |
| 86-CV-1089 | Adkins, Willard H., Sr. | 2,000.00 |
| 86-CV-1100 | Sochtig, Gertrude | 18.00 |
| 86-CV-1101 | Van Vranken, William M., Sr. | 9,687.81 |
| 86-CV-1109 | Leszandzuk, Wieslawa | 15,000.00 |
| 86-CV-1112 | Gill, Andrew | Denied |
| 86-CV-1122 | Gundersen, Michael J. and Gundersen, Matthew | 2,000.00 |
| 86-CV-1123 | McCool, Constance J. | 2,000.00 |
| 86-cv-1128 | Cleary, James K. | 2,000.00 |
| 86-CV-1133 | Salinas, Jesus G. | 338.00 |
| 86-CV-1136 | Benton, Mamie | 2,000.00 |
| 86-CV-1139 | Hernandez, Charles R. | 337.00 |
| 86-CV-1143 | Nolden, Leon | 1,693.80 |
| 86-CV-1154 | Pendleton, Sedonia | 1,830.00 |
| 86-CV-1159 | Pickett, Lucille | Denied |
| 86-CV-1162 | Parkinson, Angela | Denied |
| 86-CV-1165 | York, Cynthia J. | 421.81 |
| 86-CV-1169 | Cooper, Kenneth | 233.99 |
| 86-CV-1173 | Motley, Kathryn I. | Denied |
| 86-CV-1180 | Humphreys, Stace | 450.00 |
| 86-CV-1186 | Soma, Julius | 516.60 |
| 86-CV-1191 | Lopez, Moises | 2,000.00 |
| 86-CV-1200 | Cabala, Therese | 2,000.00 |

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